



# 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  
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[www.ongov.net](http://www.ongov.net)

## RESOLUTION NOS. 169 – 190

### OFFICE OF THE CLERK

November 3, 2014

Listed below are the resolutions to be presented to the County Legislature at the November Session. The meeting will be held at **1:00 p.m. on Monday, November 3, 2014.**

- A. CALL TO ORDER
- B. CALLING OF ROLL MEMBERS
- C. INVOCATION – **Mr. Kilmartin**
- D. SALUTE TO FLAG – **Mr. Knapp**
- E. READING OF MINUTES
- F. APPROVAL OF MINUTES
- G. PRESENTATION OF COMMUNICATIONS:
  - 1. **Correspondence:**
    - a. 10-20-14 Letter from County Executive Mahoney – Re: Appointment to the Onondaga County Civic Development Corporation Board of Directors (Benjamin T. Dublin)
    - b. 10-20-14 Letter from County Executive Mahoney – Re: Reappointments to the Onondaga County Public Library Board of Trustees (Virginia Biesiada O'Neill, Christina Rothman Ondrako)
    - c. 10-20-14 Letter from County Executive Mahoney – Re: Appointment to the Onondaga County Public Library Board of Trustees (Marilyn R. Tucci)
    - d. 10-21-14 Letter from County Executive Mahoney – Re: Approval of the 2015 County Budget as adopted by the Onondaga County Legislature
    - e. 10-29-14 Letter from County Executive Mahoney – Re: Appointment of Indu Gupta, M.D., M.P.H. as Commissioner of the Onondaga County Health Department
  - 2. **Public Comment**
- H. REPORTS OF STANDING COMMITTEES
- I. REPORTS OF SPECIAL COMMITTEES
- J. CALL OF RESPECTIVE LEGISLATIVE DISTRICTS (District No. 11)

### 12<sup>TH</sup> DISTRICT – MR. KNAPP – WAYS AND MEANS

- 1. **NO. 169** Amending the 2014 County Budget to Accept State of New York Highway Safety Program Funds and Authorizing the County Executive to Enter into Contracts to Implement this Resolution (\$110,449) (17-0)

### 15<sup>TH</sup> DISTRICT – MR. MCMAHON

- 2. **NO. 170** For the Lakeview Amphitheater Facility (The Project) Under Review by the County of Onondaga: Adopting Findings Pursuant to the State Environmental Quality Review Act (SEQRA) and Authorizing the Publication, Circulation, Service, and Filing of Same (16-1 Holmquist)
- 3. **NO. 172** Bond Resolution - Authorizing the Construction of the Lakeview Amphitheater Facility In and For the County of Onondaga, New York, at a Maximum Estimated Cost of

- \$49,500,000, and Authorize the Issuance of \$49,500,000 Bonds of Said County to Pay the Cost Thereof (\$49,500,000) (12 – 5 Jordan, Tassone, Rapp, Chase, Holmquist)
4. **NO. 173** Amending the 2014 County Budget to Accept Funds in Support of the Western Onondaga Lake Revitalization Effort, and Authorizing the County Executive to Enter Into Agreements (\$30,000,000) (16-0-1 Kilmartin)
  5. **NO. 171** Declaring the Intent that Sales Tax Revenues and Oneida Settlement Funds In Excess of Those that are Necessary for the Annual Debt Service be Committed Annually for Funding a Debt Service Reserve for the Lakeview Amphitheater Project (15-2 Chase, Holmquist)
  6. **NO. 174** Amending the 2014 County Budget to Release Contingency Funds for Distribution to the Village of Skaneateles, and Authorizing the County Executive to Enter into Agreements (\$30,000) (17-0)
  7. **NO. 175** Amending the 2014 County Budget to Release Contingency Funds for the Distribution to the Village of Jordan, and Authorizing the County Executive to Enter into Agreements (\$30,000) (17-0)
  8. **NO. 176** Amending the 2014 County Budget to Appropriate Funds for Improvements and Services Related to Leasing Space within the Galleries as a Result of the Library Renovation Project (\$6,566,072) (17-0)

**1<sup>ST</sup> DISTRICT – MR. MAY**

9. **NO. 177** 2014 Sheriff's Vehicle Transfer Resolution – Police/Civil (\$124,377) (17-0)

**4<sup>TH</sup> DISTRICT – MRS. TASSONE – COUNTY FACILITIES**

10. **NO. 178** Amending the 2014 County Budget to Make Funds Available for use in Making Repairs to the Roof Over the Civic Center Theaters (\$300,000) (17-0)
11. **NO. 179** Amending the 2014 County Budget to Provide Funding for Planning and Design Work Related to the Expansion at the Onondaga County Veterans Memorial Cemetery (\$69,850) (17-0)

**5<sup>TH</sup> DISTRICT – MRS. RAPP – PLANNING AND ECONOMIC DEVELOPMENT**

12. **NO. 180** Amending the 2014 County Budget to Make Funds Available for Distribution to CenterState Corporation for Economic Opportunity for its Regional Marketing Program (\$25,000) (17-0)
13. **NO. 181** Authorizing an Intermunicipal Agreement with the City of Syracuse Regarding the Provision of Services for PeopleSoft Financials and Hyperion Software Systems and Amending the 2014 Budget (\$125,000) (17-0)
14. **NO. 182** Authorizing the Transfer of Tax Delinquent Properties to the Onondaga County Housing Development Fund Company (17-0)

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

15. **NO. 183** Resolution Calling for a Public Hearing in Connection with Proposed Improvements for the Onondaga County Sanitary District at the Baldwinsville Treatment Plant (\$3,400,000)(17-0)
16. **NO. 184** Resolution Calling for a Public Hearing in Connection with Proposed Improvements for the Onondaga County Sanitary District for the Hiawatha Trunk Sewer Rehabilitation Project (\$4,800,000) (17-0)
17. **NO. 185** Resolution Calling for a Public Hearing in Connection with Proposed Improvements for the Onondaga County Sanitary District at the Ley Creek Pump Station (\$5,480,000) (17-0)
18. **NO. 186** Resolution Calling for a Public Hearing in Connection with Proposed Improvements for the Onondaga County Sanitary District Related to the Relocation of the Westside Pump Station (\$1,600,000) (17-0)
19. **NO. 187** Resolution Calling for a Public Hearing in Connection with Proposed Improvements for the Bear Trap-Ley Creek Drainage District (\$500,000) (17-0)
20. **NO. 188** Authorize a Public Hearing to Consider Recommendations of the Metropolitan Water Board to Amend the Currently Effective Schedule of Rates to be Charged for Water and Water Service Provided by the Onondaga County Water District (17-0)

**7<sup>TH</sup> DISTRICT – MR. LIEDKA – HEALTH**

21. ***NO. 189*** Amending the 2014 County Budget to Appropriate Additional Funds Related to the Provision of Medical Examiner Services to Oneida County (\$50,000) (17-0)

**8<sup>TH</sup> DISTRICT – MR. RYAN**

22. ***NO. 190*** Accepting the Results of a Project Labor Agreement Study Related to the Construction of the Lakeview Amphitheater (12-5 Jordan, Dougherty, Tassone, Rapp, Holmquist)

**10<sup>TH</sup> DISTRICT – MR. HOLMQUIST**

23. ***PULLED*** - Establishing a Program in Support of Generating Economic Activity in Local Governments within Onondaga County

**LOCAL LAWS:**

- A. ***PASSED*** - A Local Law Authorizing a Lease of County-Owned Property Located in the Galleries of Syracuse to the State University of New York, and Repealing Local Law No. 8-2013 (Mr. McMahon) (17-0)
- B. ***PASSED*** - A Local Law Providing for a Lease of Space from the Onondaga Galleries, LLC, for the Onondaga County Central Library Renovation Project, and Repealing Local Law No. 8-2013 (Mr. McMahon) (17-0)
- C. ***PASSED*** - A Local Law Authorizing Lease of County Property to Syracuse SMSA Limited Partnership for a Distributed Antennae System as part of the Lakeview Amphitheater Project (Sponsored by Mr. McMahon) (16-1 Holmquist)
- D. ***PASSED*** - A Local Law Authorizing an Agreement with the New York State Department of Transportation for the Use of the Pompey Tower Site (Sponsored by Mr. Knapp) (17-0)

K. UNFINISHED BUSINESS

L. ANNOUNCEMENTS FROM THE CHAIR

M. ADJOURNMENT

Respectfully submitted,

DEBORAH L. MATURO, Clerk  
ONONDAGA COUNTY LEGISLATURE

| ROLL CALL     |         | NOVEMBER 3, 2014<br>SESSION |                       |
|---------------|---------|-----------------------------|-----------------------|
| LEGISLATOR    | PRESENT | ABSENT                      |                       |
| 1. MAY        | ✓       |                             |                       |
| 2. DOUGHERTY  | ✓       |                             |                       |
| 3. CORL       | ✓       |                             |                       |
| 4. TASSONE    | ✓       |                             |                       |
| 5. RAPP       | ✓       |                             |                       |
| 6. PLOCHOCKI  | ✓       |                             |                       |
| 7. LIEDKA     | ✓       |                             |                       |
| 8. RYAN       | ✓       |                             |                       |
| 9. CHASE      | ✓       |                             |                       |
| 10. HOLMQUIST | ✓       |                             |                       |
| 11. KILMARTIN | ✓       |                             |                       |
| 12. KNAPP     | ✓       |                             |                       |
| 13. SHEPARD   | ✓       |                             |                       |
| 14. JORDAN    | ✓       |                             |                       |
| 16. WILLIAMS  | ✓       |                             |                       |
| 17. ERVIN     | .       | ✓                           | Mrs. Ervin arrived    |
| 15. MCMAHON   | ✓       |                             | after roll was taken. |
| TOTAL         | 16      | 1                           |                       |



November 3, 2014

169

Motion Made By Mr. Knapp

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO ACCEPT STATE OF NEW YORK HIGHWAY  
SAFETY PROGRAM FUNDS AND AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO  
CONTRACTS TO IMPLEMENT THIS RESOLUTION

WHEREAS, the New York State Governor's Traffic Safety Committee (GTSC) has made funds available to local partners to deliver quality traffic safety projects, services, and information as part of New York State's Highway Safety Program; and

WHEREAS, the Onondaga County Traffic Safety Advisory Board oversees the Onondaga County Traffic Safety Program and has determined that the Onondaga County Sheriff's Office (OCSO) is the local agency best equipped to coordinate the local efforts regarding highway and traffic safety; and

WHEREAS, OCSO has applied for and received \$110,449 in funding from the GTSC to coordinate the Onondaga County Traffic Safety Program for the period of October 1, 2014 through September 30, 2015; and

WHEREAS, these funds will pay for a full-time coordinator and educator, all other administrative costs associated with the program, and it is necessary to amend the budget to accept such funds; now, therefore be it

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

RESOLVED, that the 2014 County Budget be amended by providing and making available the following:

REVENUES:

|   |           |
|---|-----------|
| In Admin. Unit 7920000000               | \$110,449 |
| Sheriff's Police/Civil                  |           |
| SpeedType 410020                        |           |
| In Project 782202                       |           |
| Traffic Safety Program 2014             |           |
| In Acct. 590022-State Aid Public Safety | \$110,449 |

APPROPRIATIONS:

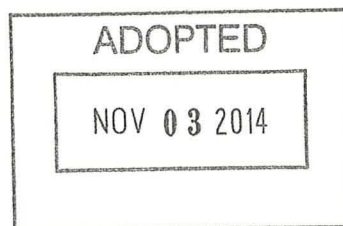
|                             |           |
|-----------------------------|-----------|
| In Admin. Unit 7920000000   | \$110,449 |
| Sheriff's Police/Civil      |           |
| SpeedType 410020            |           |
| In Project 782202           |           |
| Traffic Safety Program 2014 | \$110,449 |

Traffic Safety Program 2014.docx  
JAF/clm/kam

FILED WITH CLERK

ONONDAGA CO. LEG.

Oct. 8, 2014  
ICMF



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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 23 PM 1:03

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

November 3, 2014

170

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

FOR THE LAKEVIEW AMPHITHEATER FACILITY (THE PROJECT) UNDER REVIEW BY THE  
COUNTY OF ONONDAGA: ADOPTING FINDINGS PURSUANT TO THE STATE  
ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) AND AUTHORIZING THE  
PUBLICATION, CIRCULATION, SERVICE, AND FILING OF SAME

WHEREAS, the County of Onondaga has completed the review of the Lakeview Amphitheater Project; and

WHEREAS, the objectives of the Project under consideration include increased public access to the western shore of Onondaga Lake by developing and enhancing public park lands to take advantage of opportunities available as a result of the remediation and restoration efforts taking place on the lakeshore and enhancing economic opportunities in that area and throughout the County; and

WHEREAS, the relevant details of the Project and site have been included within Part 1 of the Environmental Assessment Form (EAF) that was prepared by the County and submitted to the involved agencies on February 14, 2014; and

WHEREAS, an analysis of the potential environmental impacts of the proposed action have been conducted pursuant to SEQRA; and

WHEREAS, the Project is considered a Type I Action under SEQRA and the County has considered the criteria listed in SEQRA and its implementing regulations in relation to the impacts that reasonably may be expected to result from the Project, and has determined that the Project may have a significant adverse impact on the environment; and

WHEREAS, the County issued a Positive Declaration for the Project requiring the preparation of a DEIS, which was published in the Environmental Notice Bulletin (ENB) on April 9, 2014, and in a legal notice in The Post-Standard (online and print) on April 6, 2014, and April 10, 2014; and

WHEREAS, the County completed formal scoping to provide an opportunity for public input regarding issues to be examined in the DEIS; and

WHEREAS, by Resolution No. 116-2014, the Draft Environmental Impact Statement (DEIS) was determined to be adequate in terms of its scope and content to commence public review pursuant to SEQRA and calling for a public hearing on the DEIS; and

WHEREAS, by Resolution No. 123-2014, a second public hearing on the DEIS was scheduled and duly held on August 26, 2014 and the period for acceptance of public comments on the DEIS was extended until September 5, 2014; and

WHEREAS, during the public comment period the County received letters, emails and oral statements comprising a total of 445 individual comments to be addressed in the FEIS; and



WHEREAS, in order to ensure that the FEIS adequately addressed the issues raised in the public comments and to ensure that all comments have been considered and responded to, additional time was taken to finalize the FEIS; and

WHEREAS, pursuant to Resolution No. 123-2014, the FEIS was duly prepared and filed with the Clerk of this Legislature and has been duly posted to the Project website; and

WHEREAS, by Resolution No. 167-2014, the FEIS was determined to be complete in terms of adequacy, scope and content to commence review and preparation of findings pursuant to SEQRA was authorized; and

WHEREAS, pursuant to SEQRA, a findings statement has been prepared and is on file with the Clerk of this Legislature; now, therefore be it

RESOLVED, that this Legislature has duly considered the relevant environmental impacts, facts and conclusions disclosed in the SEQRA Record, and based upon that review finds that:

- 1) The Onondaga County Legislature has weighed and balanced relevant environmental impacts with social, economic and other considerations;
- 2) The requirements of 6 NYCRR Part 617 have been met;
- 3) That consistent with social, economic, and other essential considerations from among the reasonable alternatives thereto, the action to be carried out, funded, or approved is one which minimizes or avoids adverse environmental effects to the maximum extent practicable, and adverse environmental effects revealed in the SEQRA Record will be, to the maximum extent practicable, minimized or avoided by incorporating as conditions to the decision those mitigative measures which have been identified as practicable, in the Draft and Final Environmental Impact Studies and in the Findings Statement adopted herein;

and, be it further

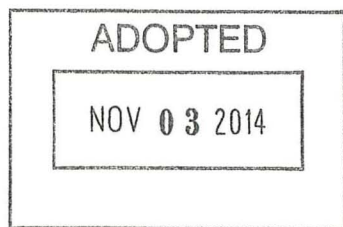
RESOLVED, that pursuant to SEQRA, this Onondaga County Legislature does hereby adopt the State Environmental Quality Review Findings Statement, including any mitigative measures and conditions contained therein, which Findings Statement is on file with the Clerk of this Legislature; and, be it further

RESOLVED, 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 documents and filing the publication of same, the publication and circulation of the FEIS, the Findings, and any other action to implement the intent of this resolution.

Amphitheater - Findings.docx

PEJ

kam



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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Mataro*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 29 AM 8:59

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

2

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     |       |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    |       | ✓     |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 16    | 1     |        |  |



Replacement

5

November 3, 2014

Motion Made By Mr. McMahon, Mr. May

RESOLUTION NO. 171

DECLARING THE INTENT THAT SALES TAX REVENUES AND ONEIDA SETTLEMENT FUNDS IN EXCESS OF THOSE THAT ARE NECESSARY FOR THE ANNUAL DEBT SERVICE BE COMMITTED ANNUALLY FOR FUNDING A DEBT SERVICE RESERVE FOR THE LAKEVIEW AMPHITHEATER PROJECT

WHEREAS, Onondaga County is conducting a series of community revitalization projects for the western shore of Onondaga Lake (known also as the "Western Onondaga Lake Revitalization Effort"), and the Lakeview Amphitheater is being constructed as part of such effort, and, by resolution adopted on November 3, 2014, the County authorized the issuance of bonds to pay for costs associated with constructing the Lakeview Amphitheater; and

WHEREAS, pursuant to the recently passed Upstate New York Gaming and Development Act (Ch. 174, L. 2013) New York State will receive settlement payments from the Oneida Nation, and a portion of such settlement payments will be distributed to the several counties within the exclusivity zone pursuant to State Finance Law Section 99-h, and it is the intent that Onondaga County's share of these annual payments will be used to service the debt on the Lakeview Amphitheater beginning within the 2016 County Budget; and

WHEREAS, the amphitheater will generate new consumer spending by concert audiences both at the site of the Lakeview Amphitheater and at restaurants, hotels, motels, retail stores, and other businesses elsewhere in Onondaga County; and

WHEREAS, the economic contribution of such audience spending is expected to include the retention by Onondaga County of additional sales tax revenues in excess of \$150,000 per year; and

WHEREAS, to further reduce any risk that property taxes on the County's residents would at any time be needed to support debt service on the bonds issued for construction of the Lakeview Amphitheater, it is necessary to establish a policy whereby a portion of such additional sales tax revenues, as well as funds from the annual Oneida settlement payments received that exceed the amount necessary to service the debt on the Amphitheater, are set aside each year and reserved for the payment of principal and interest on such bonds, if needed; and

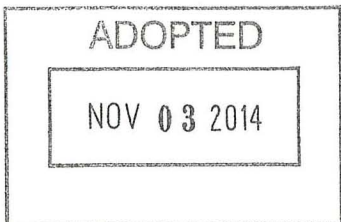
WHEREAS, Generally Accepted Accounting Principles (GAAP) provide for the County to take formal action by committing funds for a specific purpose, which commitment is binding unless removed in the same manner in which it is imposed; now, therefore be it

RESOLVED, that Onondaga County hereby declares its intent to set aside and commit \$150,000 from sales tax revenues on an annual basis for the purpose of establishing a reserve to be drawn upon only for debt service on Lakeview Amphitheater bonds, which amount will be in addition to any amounts from the Oneida settlement payments that exceed the amount necessary to service the debt on the Amphitheater bonds, and which will also be set aside, and that any legislation needed to establish and carry out such commitment will be considered within the County's annual budget process; and, be it further



RESOLVED, that such annual commitment will first occur after the completion of the first full season of events held in the amphitheater and will be discontinued after all debt on the Lakeview Amphitheater has been retired.

Sales Tax - Amphitheater.docx  
KMB  
kam



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  
3<sup>rd</sup> DAY OF November, 20 14.

*Deborah L. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
14 NOV -3 AM 11:02

5

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       | ✓     |        |  |
| 10. HOLMQUIST    |       | ✓     |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 15    | 2     |        |  |

3.

November 3, 2014

172

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

### BOND RESOLUTION

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF THE LAKEVIEW AMPHITHEATER FACILITY IN AND FOR THE COUNTY OF ONONDAGA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$49,500,000, AND AUTHORIZING THE ISSUANCE OF \$49,500,000 BONDS OF SAID COUNTY TO PAY COSTS THEREOF

WHEREAS, the capital project hereinafter described has been determined to be a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), for which all required steps under SEQRA have been satisfied; now, therefore, 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 construction of the Lakeview Amphitheater facility on the western shore of Onondaga Lake in the Town of Geddes, including site improvements, original furnishings, equipment, machinery and apparatus, as well as incidental expenses, is hereby authorized in and for the County of Onondaga, New York, at a maximum estimated cost of \$49,500,000.

Section 2. The plan for the financing thereof is by the issuance of \$49,500,000 bonds of said County, hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the aforesaid improvements constitute a specific object or purpose having a period of probable usefulness of thirty years pursuant to subdivision 11 of paragraph a of Section 11.00 of the Local Finance Law.

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

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

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the Chief Fiscal Officer, the chief fiscal officer of such County. Such bonds shall contain substantially the



recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Chief Fiscal Officer shall determine consistent with the provisions of the Local Finance Law.

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

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

Section 8. The County Executive is authorized to enter into agreements and such other documents as may be necessary for the construction of the Lakeview Amphitheater facility including using a design-build contract in a manner consistent with applicable state legislation regarding projects such as the Onondaga Lake Amphitheater Infrastructure and Revitalization Project.

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.

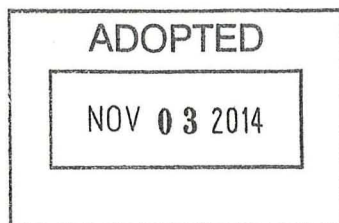
Section 10. This resolution, which takes effect immediately, shall be published in summary form in the Syracuse Post Standard, the official newspaper of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance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

ADOPTED: AYES: 12 NAYS: 5 ABSENT: 0

Dated: November 3, 2014

Approved: Joanne M. Mahoney  
County Executive, Onondaga County

Amphitheater Bond.docx  
clm  
kam



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

3<sup>rd</sup> DAY OF November, 2014.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

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ONONDAGA COUNTY  
LEGISLATURE  
14 OCT 8 - 13041  
2:11 PM

3

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |   |
|------------------|-------|-------|--------|---|
| 11. KILMARTIN    | ✓     |       |        | Mr. Holmquist<br>assumed the<br>Chair so that<br>Chairman McMeekin<br>could debate. |
| 17. ERVIN        | ✓     |       |        |   |
| 12. KNAPP        | ✓     |       |        |   |
| 13. SHEPARD      | ✓     |       |        |   |
| 14. JORDAN       |       | ✓     |        |   |
| 16. WILLIAMS     | ✓     |       |        |   |
| 1. MAY           | ✓     |       |        |   |
| 2. DOUGHERTY     | ✓     |       |        |   |
| 3. CORL          | ✓     |       |        |   |
| 4. TASSONE       |       | ✓     |        |   |
| 5. RAPP          |       | ✓     |        |   |
| 6. PLOCHOCKI     | ✓     |       |        |   |
| 7. LIEDKA        | ✓     |       |        |   |
| 8. RYAN          | ✓     |       |        |   |
| 9. CHASE         |       | ✓     |        |   |
| 10. HOLMQUIST    |       | ✓     |        |   |
| 15. MR. CHAIRMAN | ✓     |       |        |   |
| <b>TOTAL</b>     | 12    | 5     |        |   |

November 3, 2014

173

Motion Made By Mr. McMahon

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO ACCEPT FUNDS IN SUPPORT OF THE WESTERN  
ONONDAGA LAKE REVITALIZATION EFFORT, AND AUTHORIZING THE COUNTY  
EXECUTIVE TO ENTER INTO AGREEMENTS

WHEREAS, Onondaga County is conducting a series of community revitalization projects for the western shore of Onondaga Lake (known also as the "Western Onondaga Lake Revitalization Effort"), involving projects to spur economic development, coordinate improvements to community housing, redevelop brownfields, and make public infrastructure upgrades, and, within the 2014-2015 New York State budget (Ch. 54, L. 2014; Ch. 55, L. 2014), funding was made available to support such effort; and

WHEREAS, it is necessary to amend the 2014 County Budget to accept such funds and make them available for use in such projects; now, therefore be it

RESOLVED, that the funds appropriated herein to the Economic Development Incentive Fund are intended to be used, subject to any other required legislation, for projects in connection with the Western Onondaga Lake Revitalization Effort, which projects may include, but not be limited to:

- Bridge Street/Milton Avenue Road Construction and Streetscape Revitalization Project
- Community Development (Business Facade Improvements; Village Infrastructure Projects)
- Senior Housing/Milton Avenue Mixed-Use Redevelopment
- Brownfield Site Remediation
- Deconstruction
- New Residential Construction
- Wastewater Treatment Capacity Expansion—Northern Onondaga County;

and, be it further

RESOLVED, that the funds appropriated herein to the Onondaga County Neighborhood Initiative (OCNI) are intended to be used, subject to any other required legislation, for projects in connection with the Western Onondaga Lake Revitalization Effort; and, be it further

RESOLVED, that the County Executive is authorized to enter into agreements and execute such documents as may be needed to accept such funds from New York State; provided, however, that such actions are consistent with Local Law No. 11–2013, which established the Economic Development Incentive Fund; and, be it further

RESOLVED, that such funds are not to be spent until the appropriate reviews of such projects have been completed as may be required under the State Environmental Quality Review Act; and, be it further



RESOLVED, that the 2014 County Budget be amended as follows:

REVENUES:

Admin Unit 3510000000

Economic Development

Speed Type 180125

Project 734306-Economic Development Incentive Fund

In Account 590026-State Aid Other Econ Assistance \$27,000,000

Admin Unit 2500000000

County Legislature

Speed Type 150037

Project 722005-OC Neighborhood Initiative

In Account 590026-State Aid Other Econ Assistance \$3,000,000

APPROPRIATIONS:

Admin Unit 3510000000

Economic Development

Speed Type 180125

Project 734306-Economic Development Incentive Fund \$27,000,000

Admin Unit 2500000000

County Legislature

Speed Type 150037

Project 722005-OC Neighborhood Initiative \$3,000,000

State Aid - Economic Development Incentive Fund.docx

KMB

kam



FILED WITH CLERK

ONONDAGA COUNTY LEG.

OCTOBER 22, 2014  
JCMF

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

3<sup>rd</sup> DAY OF November, 20 14.

*Deborah A. Maturro*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 23 PM 3:59

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LEGISLATURE

4

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       | ✓      |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 16    | 0     | 1      |  |

6.

November 3, 2014

174

Motion Made By Mr. McMahon , Mr. Plochocki

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO RELEASE CONTINGENCY FUNDS FOR  
DISTRIBUTION TO THE VILLAGE OF SKANEATELES, AND AUTHORIZING THE COUNTY  
EXECUTIVE TO ENTER INTO AGREEMENTS

WHEREAS, the 2014 adopted County Budget, as amended by the Ways and Means Report, provides funding in the amount of \$325,000, and such funds are held in contingency to support public infrastructure improvements for local governments located outside the sanitary district; and

WHEREAS, it is necessary to amend the budget to provide funding to the Village of Skaneateles in support of improvements to be made to its water supply system, where such project will involve the replacement of a water line and related infrastructure; now, therefore be it

RESOLVED, that the County Executive is authorized to enter into agreements to implement the intent of this resolution; and, be it further

RESOLVED, that the 2014 County Budget hereby is amended as follows:

APPROPRIATIONS:

In Admin Unit 2500000000

County Legislature

Speed Type 150029

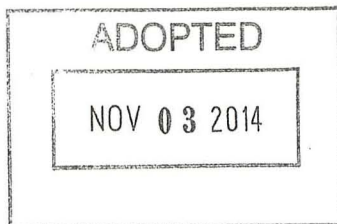
In Account 666500-Contingent Account (\$30,000)

In Account 695700-Contractual Expenses \$30,000

Village Funding - contingency - 4.doc

KMB

kam



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 November, 2014.

*Deborah A. Maturo*

14 OCT 23 AM 10:08

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

60

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



November 3, 2014

Motion Made By Mr. McMahon

RESOLUTION NO. 175

AMENDING THE 2014 COUNTY BUDGET TO RELEASE CONTINGENCY FUNDS FOR  
DISTRIBUTION TO THE VILLAGE OF JORDAN, AND AUTHORIZING THE COUNTY  
EXECUTIVE TO ENTER INTO AGREEMENTS

WHEREAS, the 2014 adopted County Budget, as amended by the Ways and Means Report, provides funding in the amount of \$325,000, and such funds are held in contingency to support public infrastructure improvements for local governments located outside the sanitary district; and

WHEREAS, it is necessary to amend the budget to provide funding to the Village of Jordan in support of improvements to be made to its sewer system, including the replacement of equipment within its pump station; now, therefore be it

RESOLVED, that the County Executive is authorized to enter into agreements to implement the intent of this resolution; and, be it further

RESOLVED, that the 2014 County Budget hereby is amended as follows:

APPROPRIATIONS:

In Admin Unit 2500000000

County Legislature

Speed Type 150029

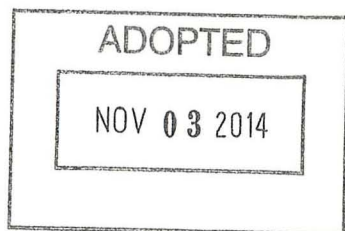
In Account 666500-Contingent Account (\$30,000)

In Account 695700-Contractual Expenses \$30,000

Village Funding - contingency - 5.doc

KMB

kam



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 November, 2014.

*Deborah A. Mature*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 23 AM 10:00

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ONONDAGA COUNTY  
LEGISLATURE

7

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



8.

November 3, 2014

176

Motion Made By Mr. McMahon, Mrs. Ervin, Ms. Williams, Mr. Ryan, RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO APPROPRIATE FUNDS FOR IMPROVEMENTS  
AND SERVICES RELATED TO LEASING SPACE WITHIN THE GALLERIES AS A RESULT OF  
THE LIBRARY RENOVATION PROJECT

WHEREAS, Onondaga County, through the Onondaga County Public Library (OCPL), is undertaking a renovation of the Robert P. Kinchen Central Library, located in The Galleries of Syracuse, and after the completion of such renovation, there will be space on the fourth and fifth floors that will be no longer needed for County purposes; and

WHEREAS, pursuant to a set of leases authorized by local law, the County will lease space on the fourth and fifth floors to the State University of New York (SUNY), and the County will lease space from The Onondaga Galleries, LLC (The Galleries) for use by OCPL; and

WHEREAS, the County will begin to receive rent payments from SUNY upon delivery of the leased premises in 2015, with such rent to be used to offset costs associated with the lease of space from The Galleries; and

WHEREAS, it is necessary to amend the 2014 County Budget to establish a project account for use by the County, whereby the County may provide services to the County's tenant and otherwise make improvements in connection with such leases; now, therefore be it

RESOLVED, that the 2014 County Budget be amended as follows:

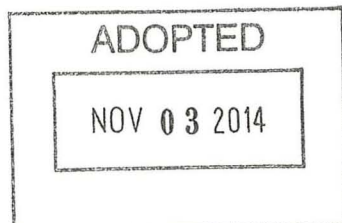
REVENUES:

|                                       |             |
|---------------------------------------|-------------|
| In Admin Unit 6500000000              |             |
| Onondaga County Public Library        |             |
| Speed Type 390062                     |             |
| In Grant 767351-OCPL Galleries Leases |             |
| In Account 590051-Rental Income       | \$6,566,072 |

APPROPRIATIONS:

|                                       |             |
|---------------------------------------|-------------|
| In Admin Unit 6500000000              |             |
| Onondaga County Public Library        |             |
| Speed Type 390062                     |             |
| In Grant 767351-OCPL Galleries Leases | \$6,566,072 |

Galleries - Rent Reserve.docx  
KMB  
clm/kam



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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

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ONONDAGA COUNTY  
LEGISLATURE  
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8

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

9.

November 3, 2014

Motion Made By Mr. May, Mr. Knapp

RESOLUTION NO. 177

2014 SHERIFF'S VEHICLE TRANSFER RESOLUTION-POLICE/CIVIL

RESOLVED, that the following transfers be made:

| <u>FROM:</u>   | <u>TO:</u>  | <u>AMOUNT:</u> |
|--|---|----------------|
| Org. Code 7920000000<br>Sheriff Police/Civil<br>Index #410001<br>Acct. 666500<br>Contingency | Org. Code 7920000000<br>Sheriff Police/Civil<br>Index #410001<br>Acct. 671500<br>Automotive Equipment     | \$108,150      |
| Org. Code 7920000000<br>Sheriff-Police/Civil<br>Index #410001<br>Acct. 666500<br>Contingency | Org. Code 7920000000<br>Sheriff-Police/Civil<br>Index #410001<br>Acct. 693000<br>Supplies & Materials     | \$9,925        |
| Org. Code 7920000000<br>Sheriff-Police/Civil<br>Index #410001<br>Acct. 666500<br>Contingency | Org. Code 7920000000<br>Sheriff-Police/Civil<br>Index #410001<br>Acct. 694130<br>Maint., Utilities, Rents | \$6,302        |

2014 Vehicle Transfer Request – Civil.docx  
JAF  
kam



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

3<sup>rd</sup> DAY OF November, 20 14.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

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ONONDAGA COUNTY  
LEGISLATURE  
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9

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



10.

November 3, 2014

178

Motion Made By Mrs. Tassone

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO MAKE FUNDS AVAILABLE FOR USE IN  
MAKING REPAIRS TO THE ROOF OVER THE CIVIC CENTER THEATERS

WHEREAS, within the 2014 County Budget, funding to support capital projects undertaken by the Department of Facilities Management was placed into a contingency account, and it is necessary to amend the budget and make a portion of such funds available for use in making repairs to the roof over the Civic Center theaters; now, therefore be it

RESOLVED, that the 2014 County Budget is amended as follows:

APPROPRIATION:

In Admin Unit 0500000000

Facilities Management

SpeedType 470020

In Account 666500-Contingency (\$300,000)

In Account 674600-Provision for Capital \$300,000

Civic Center Roof Repairs.docx  
KMB  
clm  
kam



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 November, 2014.

*Deborah A. Maturio*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
14 OCT - 8 - 100 41  
2:11 PM

10

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



November 3, 2014

11  
179

Motion Made by Mrs. Tassone, Mr. Knapp

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO PROVIDE FUNDING FOR PLANNING AND  
DESIGN WORK RELATED TO THE EXPANSION AT THE ONONDAGA COUNTY VETERANS  
MEMORIAL CEMETERY

WHEREAS, to honor the men and women that have served our country, Onondaga County established the Onondaga County Veterans Memorial Cemetery in 1986, and the Onondaga County Department of Parks and Recreation is responsible for cemetery maintenance and operations; and

WHEREAS, to fund the perpetual care and improvement of the Veterans Memorial Cemetery, an account was established in the Trust and Agency Fund to accrue interest from portions of burial fees and to advance payments for burial fees; and

WHEREAS, the cemetery is in need of expansion, and an estimate for the work necessary to properly plan and design an expansion is \$69,850; and

WHEREAS, it is necessary to amend the budget to make such funds available from the Trust and Agency Fund; now, therefore be it

RESOLVED, that the 2014 Onondaga County Budget be amended by providing and making available the following:

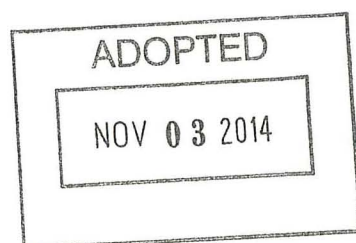
REVENUES:

|                                      |          |
|--------------------------------------|----------|
| In Admin Unit 6900000000             | \$69,850 |
| Parks and Recreation                 |          |
| SpeedType 510040                     |          |
| In Project 522714                    |          |
| Vet Cemetery Improvements 2014       |          |
| In Account 590050                    |          |
| Interest and Earnings on Investments | \$69,850 |

APPROPRIATIONS:

|                                |          |
|--------------------------------|----------|
| In Admin Unit 6900000000       | \$69,850 |
| Parks and Recreation           |          |
| SpeedType 510040               |          |
| In Project 522714              |          |
| Vet Cemetery Improvements 2014 | \$69,850 |

Veterans Cemetery Expansion.docx  
KMB 9.19.14  
clm  
kam



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 November, 2014

*Deborah A. Mature*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 8 - 10 41 AM '14

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

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NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

12.

November 3, 2014

180

Motion Made By Mrs. Rapp

RESOLUTION NO. \_\_\_\_\_

AMENDING THE 2014 COUNTY BUDGET TO MAKE FUNDS AVAILABLE FOR DISTRIBUTION  
TO CENTERSTATE CORPORATION FOR ECONOMIC OPPORTUNITY FOR ITS REGIONAL  
MARKETING PROGRAM

WHEREAS, the 2014 adopted County Budget provides funding in the amount of \$25,000 to the CenterState Corporation for Economic Opportunity, which provides various contractual promotional and marketing services to the County, and it is necessary to amend the budget to remove such funds from a contingency account and make them available for distribution; now, therefore be it

RESOLVED, that the 2014 County Budget hereby is amended as follows:

APPROPRIATIONS:

In Admin Unit 2365150000

County General Other Items

SpeedType: 140061

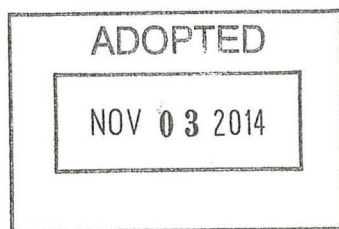
In Account: 695700-Contractual Expense Non Govt

+\$25,000

In Account: 666500-Contingent Account

-\$25,000

CenterState Contingency.docx  
PEJ  
clm  
kam



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

3<sup>rd</sup> DAY OF November, 20 14.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT -8- 100 41

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



12

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

13.

November 3, 2014

181

Motion Made By Mrs. Rapp

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE CITY OF SYRACUSE  
REGARDING THE PROVISION OF SERVICES FOR PEOPLESFT FINANCIALS AND  
HYPERION SOFTWARE SYSTEMS AND AMENDING THE 2014 BUDGET

WHEREAS, the City of Syracuse has retained Ciber, Inc. to provide implementation services for PeopleSoft Financials and Hyperion Software Systems on behalf of the City (the "Ciber Project"), and such implementation will be in a manner hosted by the County, configured to provide separation and protection to the City and the County; and

WHEREAS, the County will provide support services and the City will reimburse the County for the costs of providing such services; and

WHEREAS, to foster intergovernmental cooperation, it is the desire of this Onondaga County Legislature to authorize the County Executive to enter into an agreement with the City of Syracuse, allowing the County to provide support services for the Ciber Project; and

WHEREAS, it is necessary to amend the budget to accept these funds; now, therefore be it

RESOLVED, that the County Executive hereby is authorized to enter into an agreement with the City of Syracuse to provide support services for the Ciber Project and to implement the intent of this resolution; and, be it further

RESOLVED, that the 2014 County Budget be amended by providing and making available the following:

REVENUES:

In Admin Unit 2700000000  
Information Technology  
Speed Type 160044  
Grant 725003-Ciber Support Services  
In Account 590040-Svc  
Oth Govt-Gen Govt Support \$125,000

APPROPRIATIONS:

In Admin Unit 2700000000  
Information Technology  
Speed Type 160044  
Grant 725003-Ciber Support Services \$125,000

PeopleSoft IMA.docx  
KMB 9.25.14  
clm  
kam



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 November, 2014.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 SEP 26 PM 3:30

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

13

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     | .     |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    | ✓     |       |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



Replacement 14.

November 3, 2014

182

Motion Made By Mrs. Rapp

RESOLUTION NO. \_\_\_\_\_

AUTHORIZING THE TRANSFER OF TAX DELINQUENT PROPERTIES TO THE ONONDAGA COUNTY HOUSING DEVELOPMENT FUND COMPANY

WHEREAS, Lot No. 041.-03-23.0, also known as 711 Montrose Avenue in the Town of Geddes, is tax delinquent and the unpaid taxes, interest and penalties thereon total \$20,299.90; and

WHEREAS, Lot No.003.-10-07.0, also known as 225 Millen Drive in the Town of Clay, is tax delinquent and the unpaid taxes, interest and penalties thereon total \$45,991.45; and

WHEREAS, Lot No. 059.-01-49.0, also known as 7202 Jones Road in the Town of Van Buren, is tax delinquent and the unpaid taxes, interest and penalties thereon total \$16,081.49; and

WHEREAS, Lot No. 010.-02-16.1, also known as 208 Williams Street in the Town of Geddes (Village of Solvay), is tax delinquent and the unpaid taxes, interest and penalties thereon total \$31,556.63; and

WHEREAS, by Resolution No. 156-1992, the Onondaga County Legislature authorized the formation of the Onondaga County Housing Development Fund Company and agreed to continue the conveyance of tax delinquent property and the discharge of taxes on said property for purposes of the Onondaga County Homeownership Program, said property to be owned after conveyance by the Onondaga County Housing Development Fund Company; and

WHEREAS, the Onondaga County Housing Development Fund Company has need for said properties for low and moderate income housing purposes; and

WHEREAS, the County is the owner and holder of tax sale certificates on said lots, and it is the desire of this Legislature to authorize the transfer of said properties to the Onondaga County Housing Development Fund Company; now, therefore be it

RESOLVED, that for a consideration of \$1.00, payment waived, the County Executive and the Onondaga County Chief Fiscal Officer be and hereby are authorized to execute deeds to acquire the above mentioned properties by tax deeds, to transfer said properties to the Onondaga County Housing Development Fund Company, and to discharge any and all unpaid interest and penalties thereon excepting the year on which the tax deed is based.

BRTaxDel14\_Nov2014.docx

KMB 9.24.14

clm

kam

FILED WITH CLERK

ONON. CO. LEG.

ADOPTED

NOV 03 2014

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 November, 2014.

Deborah A. Matuso

62:2141 3-AON 41

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

15.

November 3, 2014

183

Motion Made By Mr. Plochocki

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED  
IMPROVEMENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT AT THE  
BALDWINSVILLE TREATMENT PLANT

WHEREAS, by Resolution No. 260 of June 5, 1978, adopted pursuant to Section 11.82 of the Onondaga County Administrative Code, the County Legislature dissolved all existing Sanitary and Treatment Plant Districts of the County and established as successor thereto, the Onondaga County Sanitary District, effective January 1, 1979; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated September 22, 2014 (the "Report"), duly approved by the County Executive, in connection with proposed improvements for the Onondaga County Sanitary District consisting of design engineering costs for improvements at the Baldwinsville Treatment Plant, all as more fully set forth in the Report, at a maximum estimated cost of \$3,400,000; and

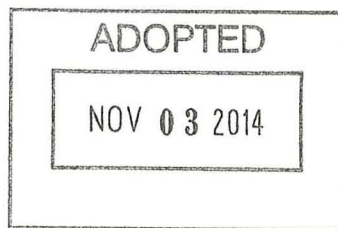
WHEREAS, it is now desired to call a Public Hearing thereon, in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 2<sup>nd</sup> day of December, 2014, at 12:55 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. This resolution shall take effect immediately.

Baldwinsville CIP PH.docx  
KMB 10.6.14  
clm  
kam



FILED WITH CLERK  
ONON. CO. LEG.  
OCT 17, 2014  
KMF

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND  
EXACT COPY OF LEGISLATION DULY ADOPTED BY THE  
COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE  
3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Matuso*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 23 AM 9:15

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



15

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

16.

November 3, 2014

Motion Made By Mr. Plochocki

RESOLUTION NO. 184

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED  
IMPROVEMENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT FOR THE  
HIAWATHA TRUNK SEWER REHABILITATION PROJECT

WHEREAS, by Resolution No. 260 of June 5, 1978, adopted pursuant to Section 11.82 of the Onondaga County Administrative Code, the County Legislature dissolved all existing Sanitary and Treatment Plant Districts of the County and established as successor thereto, the Onondaga County Sanitary District, effective January 1, 1979; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated September 22, 2014 (the "Report"), duly approved by the County Executive, in connection with proposed improvements to the Onondaga County Sanitary District consisting of the Hiawatha Trunk Sewer Rehabilitation project, as well as other incidental improvements and expenses, all as more fully set forth in the Report, at a maximum estimated cost of \$4,800,000; and

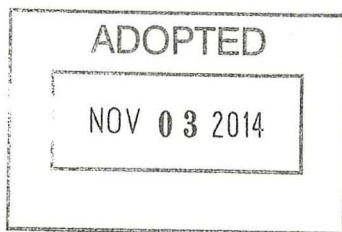
WHEREAS, it is now desired to call a Public Hearing thereon, in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 2<sup>nd</sup> day of December, 2014, at 12:56 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. This resolution shall take effect immediately.

Hiawatha TS PH.docx  
KMB 10.6.14  
clm  
kam



FILED WITH CLERK  
ONON. CO. LEG.

OCTOBER 17, 2014  
KMB

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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Matus*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 23 AM 9:15

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

16

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



17.

November 3, 2014

Motion Made By Mr. Plochocki

RESOLUTION NO. 185

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED IMPROVEMENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT AT THE LEY CREEK PUMP STATION

WHEREAS, by Resolution No. 260 of June 5, 1978, adopted pursuant to Section 11.82 of the Onondaga County Administrative Code, the County Legislature dissolved all existing Sanitary and Treatment Plant Districts of the County and established as successor thereto, the Onondaga County Sanitary District, effective January 1, 1979; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated September 22, 2014 (the "Report"), duly approved by the County Executive, in connection with proposed improvements to the Onondaga County Sanitary District consisting of improvements to the Ley Creek Pump Station, as well as other incidental improvements and expenses, all as more fully set forth in the Report, at a maximum estimated cost of \$5,480,000; and

WHEREAS, it is now desired to call a Public Hearing thereon, in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

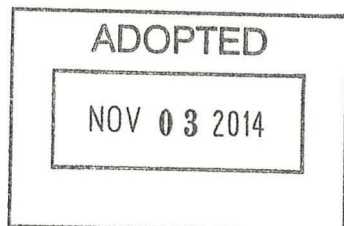
RESOLVED, by the County Legislature of the County of Onondaga, New York, as follows:

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 2<sup>nd</sup> day of December, 2014, at 12:57 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. This resolution shall take effect immediately.

Ley Creek PH.docx  
KMB 10.6.14  
clm  
kam

FILED WITH CLERK  
ONON. CO. LEG.  
October 17, 2014  
KMB



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 3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
14 OCT 23 AM 9:1

17

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

18.

November 3, 2014

Motion Made By Mr. Plochocki

RESOLUTION NO. 186

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED  
IMPROVEMENTS FOR THE ONONDAGA COUNTY SANITARY DISTRICT RELATED TO THE  
RELOCATION OF THE WEST SIDE PUMP STATION

WHEREAS, by Resolution No. 260 of June 5, 1978, adopted pursuant to Section 11.82 of the Onondaga County Administrative Code, the County Legislature dissolved all existing Sanitary and Treatment Plant Districts of the County and established as successor thereto, the Onondaga County Sanitary District, effective January 1, 1979; and

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated September 22, 2014 (the "Report"), duly approved by the County Executive, in connection with proposed improvements to the Onondaga County Sanitary District consisting of the relocation of the West Side Pump Station and various conveyance improvements, as well as other incidental improvements and expenses, all as more fully set forth in the Report, at a maximum estimated cost of \$15,000,000; and

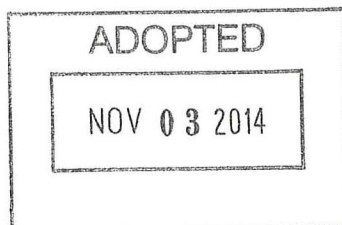
WHEREAS, it is now desired to call a Public Hearing in connection with the design and engineering phase of such project, which has a maximum estimated cost of \$1,600,000, in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 2<sup>nd</sup> day of December, 2014, at 12:58 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. This resolution shall take effect immediately.

West Side Pump Station PH.docx  
KMB 10.6.14  
clm  
kam



FILED WITH CLERK  
ONON. CO. LEG.

October 17, 2014  
KMF

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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 30 AM 11:17

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



18

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

19.

November 3, 2014

Motion Made By Mr. Plochocki

RESOLUTION NO. 187

A RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH PROPOSED  
IMPROVEMENTS FOR THE BEAR TRAP-LEY CREEK DRAINAGE DISTRICT

WHEREAS, the Commissioner of Water Environment Protection of said County, pursuant to the Onondaga County Administrative Code, has prepared and submitted to said County Legislature, a report dated September 22, 2014 (the "Report"), duly approved by the County Executive, in connection with improvements to the Bear Trap-Ley Creek Drainage District consisting of the demolition of the Burnet Avenue Maintenance Garage, as well as incidental expenses, all as more fully set forth in the Report, at a maximum estimated cost of \$500,000; and

WHEREAS, it is now desired to call a Public Hearing thereon, in accordance with the provisions of the Onondaga County Administrative Code; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Onondaga, New York shall be held in the Legislative Chambers in the County Court House, in Syracuse, New York, on the 2<sup>nd</sup> day of December, 2014, at 12:59 o'clock P.M., Prevailing time, for the purpose of conducting a public hearing upon the aforesaid matter. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of such public hearing to be published in the manner provided by law.

Section 2. This resolution shall take effect immediately.

Burnet Avenue PH.docx  
KMB 10.6.14  
clm  
kam

FILED WITH CLERK

ONON. CO. LEG.

Oct. 17, 2014  
KMF

ADOPTED

NOV 03 2014

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

3<sup>rd</sup> DAY OF November, 2014.

Deborah A. Matuso

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 24 PM 1:35

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

19

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



November 3, 2014

188

Motion Made By Mr. Plochocki

RESOLUTION NO. \_\_\_\_\_

AUTHORIZE A PUBLIC HEARING TO CONSIDER RECOMMENDATIONS OF THE  
METROPOLITAN WATER BOARD TO AMEND THE CURRENTLY EFFECTIVE SCHEDULE OF  
RATES TO BE CHARGED FOR WATER AND WATER SERVICE PROVIDED BY THE  
ONONDAGA COUNTY WATER DISTRICT

WHEREAS, by Resolution No. 215 adopted June 6, 1966, the Board of Supervisors confirmed, ratified, and approved, pursuant to the provisions of Section 266 of the County Law, a Schedule of Rates to be charged for water and water service to be provided by the Onondaga County Water District, as recommended by the Metropolitan Water Board, the administrative head for said District, which Schedule of Rates was thereafter amended by the following Resolutions: No. 158-1969, 163-1970, 614-1974, 625-1980, 172-1984, 187-1993, 105-2002, 230-2003, 261-2004, 245-2005, 288-2006, 289-2008, 249-2010, 501-2011, and 217-2013, and, as thus amended, such Schedule of Rates is currently in full force and effect; and

WHEREAS, said Metropolitan Water Board has proposed amending said Schedule of Rates, as hereinafter more fully set forth, with a request for confirmation of the proposed amendment following a public hearing thereon to be conducted pursuant to the provisions of Section 266 of the County Law and applicable rules; and

WHEREAS, it is now desired to schedule the required public hearing to consider the proposed amendment; now, therefore be it

RESOLVED, by the Onondaga County Legislature, as follows:

Section I. Receipt is hereby acknowledged of a communication from the Metropolitan Water Board, administrative head for the Onondaga County Water District, dated August 11, 2014, advising that it has established an amendment to the currently effective Schedule of Rates to be charged for Water and Water Service Provided by the Onondaga County Water District effective January 1, 2015, and requesting confirmation of said amendment by the County Legislature following a public hearing thereon.

Section II. The amendment proposed by the Metropolitan Water Board involves change in the respective rates currently in effect and, as amended, said Schedule of Rates would read as follows:

"All deliveries shall be made pursuant to contracts in writing between the customer and Onondaga County Water District and, except as otherwise provided in such contracts approved by the County Legislature, charges for water and water service shall be made in the manner following:

SCHEDULE NO. I: For each Internal Customer, except the City of Syracuse, charges for water and water service will be made on a dual basis – a commodity charge based on actual consumption as measured by the meter at the point of connection to the District system (meters to be read and customers to be billed monthly), plus a capacity charge based on peak demand placed by the customer on the District system; these charges shall be computed by applying to actual consumption the following rates:

COMMODITY CHARGE: (per 1,000 gallons per month)

First 30,000,000 gallons \$1.07

Next 80,000,000 gallons \$1.06

Next 180,000,000 gallons \$1.05

Over 290,000,000 gallons \$1.04

CAPACITY CHARGE: \$3.85 per month per thousand gallons on the day of peak demand calculated by multiplying the average day during the prior year by a factor of 1.5. During the initial year of service, the peak day will be adjusted monthly using cumulative daily average consumption and the 1.5 multiplier.

SCHEDULE NO. 2: For the City of Syracuse the charge for water and water service will be at the rate of \$1.27 per thousand gallons actually consumed as measured by the meter at the point of connection to the District system (meter to be read and bill to be rendered monthly); PROVIDED, however, that the City will pay a minimum annual charge (calendar year) of \$50,000 in equal monthly installments, for which the City may take 39,370,079 gallons of water in that year; for any water consumed in excess of this quantity during such year an additional charge will be made at the rate of \$1.27 per thousand gallons of excess.

SCHEDULE NO. 3: For each External Customer charges for water and water service will comprise the following monthly and annual charges:

- a) A monthly charge for water actually delivered and sold, computed and payable in the manner prescribed in SCHEDULE NO. 1 for Internal Customers; PLUS
- b) effective Rules and Regulations for the Operation of Onondaga County Water District.

The terms "Internal Customer" and "External Customer" shall apply to and comprise customers within the scope of these terms as defined in Article I, Section 1.9 and 1.10 of the currently effective Rules and Regulations for the Operation of Onondaga County Water District.

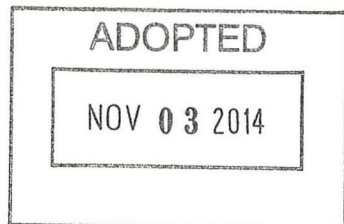
When a customer has more than one (1) connection to the District system, a meter will be installed at each point of connection and customer will be billed on a conjunctive basis."

and, be it further

RESOLVED, that said public hearing be held at the County Legislature Chambers in the County Courthouse, City of Syracuse, New York, at 12:53 o'clock P.M. on the 2<sup>nd</sup> day of December, 2014, to consider the aforementioned amendment to the currently effective Schedule of Rates to be charged for water and water service provided by the Onondaga County Water District, which hearing shall be conducted in compliance with the rules for conducting such a hearing as set forth in the Order of the Board of Supervisors contained in Resolution No. 174-1966; and, be it further

RESOLVED, that the Clerk of this County Legislature be and hereby is authorized and directed to give notice of the public hearing hereinabove authorized and scheduled by publishing a certified copy of this resolution once in the Syracuse Post Standard, the first publication thereof to be not less than ten (10) nor more than twenty (20) days prior to said hearing.

MWB- PH -Water Rates 2015.docx  
KMB  
clm  
kam



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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 17 AM 10:11  
ONONDAGA COUNTY  
LEGISLATURE  
RECEIVED



20

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |



21.

November 3, 2014

Motion Made By Mr. Liedka

RESOLUTION NO. 189

AMENDING THE 2014 COUNTY BUDGET TO APPROPRIATE ADDITIONAL FUNDS RELATED  
TO THE PROVISION OF MEDICAL EXAMINER SERVICES TO ONEIDA COUNTY

WHEREAS, by Resolution No. 224-2013, this Onondaga County Legislature authorized the execution of a five year intermunicipal agreement between Onondaga County and Oneida County, whereby the Onondaga County Medical Examiner's Office provides Oneida County with various medical examiner services; and

WHEREAS, under such agreement, Oneida County has agreed to compensate Onondaga County for actual costs incurred by Onondaga County associated with the provision of these services, and medical examiner services to Oneida County are projected to be \$50,000 higher than adopted in the 2014 County Budget; and

WHEREAS, it is necessary to amend the budget to appropriate such revenues from such agreement; now, therefore be it

RESOLVED, that the 2014 County Budget is amended as follows:

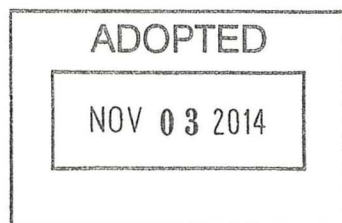
REVENUES:

|                              |          |
|------------------------------|----------|
| In Admin. Unit 4351000000    | \$50,000 |
| Center For Forensic Sciences |          |
| Speed Type #330501           |          |
| In Acct. 590040-Svc          |          |
| Oth Govt-Gen Govt Support    | \$50,000 |

APPROPRIATIONS:

|                                       |          |
|---------------------------------------|----------|
| In Admin. Unit 4351000000             | \$50,000 |
| Center For Forensic Sciences          |          |
| Speed Type #330501                    |          |
| In Acct. 641010 Salaries              | \$ 9,300 |
| In Acct. 691200 Employee Benefits     | \$ 4,900 |
| In Acct. 693000 Supplies & Materials  | \$14,200 |
| In Acct. 694080 Professional Services | \$21,600 |

Oneida ME - IMA.docx  
KMB 9.23.14  
clm  
kam



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 November, 2014.

*Deborah A. Mature*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 8 - 100 41

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

21

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    |       |       |        |  |
| 17. ERVIN        |       |       |        |  |
| 12. KNAPP        |       |       |        |  |
| 13. SHEPARD      |       |       |        |  |
| 14. JORDAN       |       |       |        |  |
| 16. WILLIAMS     |       |       |        |  |
| 1. MAY           |       |       |        |  |
| 2. DOUGHERTY     |       |       |        |  |
| 3. CORL          |       |       |        |  |
| 4. TASSONE       |       |       |        |  |
| 5. RAPP          |       |       |        |  |
| 6. PLOCHOCKI     |       |       |        |  |
| 7. LIEDKA        |       |       |        |  |
| 8. RYAN          |       |       |        |  |
| 9. CHASE         |       |       |        |  |
| 10. HOLMQUIST    |       |       |        |  |
| 15. MR. CHAIRMAN |       |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

22.

November 3, 2014

190

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

RESOLUTION NO. \_\_\_\_\_

ACCEPTING THE RESULTS OF A PROJECT LABOR AGREEMENT STUDY RELATED TO THE  
CONSTRUCTION OF THE LAKEVIEW AMPHITHEATER

RESOLVED, that, after a study of labor conditions within Onondaga County was conducted for the County, the County has determined that a project labor agreement best meets the County's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, and other considerations, such as the impact of delay, the possibility of cost savings advantages, and any local history of labor unrest, and, as such, the County Executive is authorized to enter into agreements and such other documents as may be necessary for the construction of the Lakeview Amphitheater using a design-build contract in a manner consistent with the state legislation regarding the Onondaga Lake Amphitheater Infrastructure and Revitalization Project (Ch. 351, L. 2014), and this Legislature accepts such study.

Design-Build.docx  
KMB  
kam



FILED WITH CLERK  
ONON. CO. LEG.

October 22, 2014  
KMF

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

3rd DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 30 PM 2:27

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE



22

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       |       | ✓     |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     |       | ✓     |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       |       | ✓     |        |  |
| 5. RAPP          |       | ✓     |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    |       | ✓     |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 12    | 5     |        |  |

November 3, 2014

Motion Made By Mr. Holmquist

RESOLUTION NO. \_\_\_\_\_

ESTABLISHING A PROGRAM IN SUPPORT OF GENERATING ECONOMIC ACTIVITY IN  
LOCAL GOVERNMENTS WITHIN ONONDAGA COUNTY

WHEREAS, New York State recently passed the Upstate New York Gaming and Economic Development Act (Ch. 174, L. 2013), and casino gaming operations are now permitted throughout the State because of an amendment to the New York State Constitution; and

WHEREAS, New York State will receive settlement payments from the Oneida Nation, and a portion of such settlement payments will be distributed to the several counties within the exclusivity zone pursuant to State Finance Law Section 99-h; and

WHEREAS, the City of Syracuse, the 19 towns and 15 villages in Onondaga County are foundational population centers in our community and provide desirable locations for smart and effective future economic growth; and

WHEREAS, it is the desire of this Legislature to use these settlement payments for economic development purposes in the municipalities located within Onondaga County, beginning in 2016; and

WHEREAS, this Legislature intends to use such payments in such a way that is transparent, whereby the County, the City of Syracuse, and the towns and villages within the County apply for available funding using a competitive process; and

WHEREAS, awards of grants under this program, if any, shall be subject to the direction of the Legislature; now, therefore be it

RESOLVED, that this Legislature hereby declares its intent to use future Oneida Nation settlement payments to support a program of assistance payments for economic development purposes in Onondaga County, the City of Syracuse, and the towns and villages located within the County, subject to an application process; and, be it further

RESOLVED, that the County Executive is authorized to enter into agreements necessary to implement the intent of this resolution and shall administer any contracts for grants under this program, consistent with applicable law; and, be it further

RESOLVED, that the Clerk of this Legislature hereby is directed to transmit certified copies of this resolution to the local governments located in Onondaga County.

Local Govts - Oneida money\_clean.docx  
kam

82:6 AM 3-NOV-14

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

23

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |   |
|------------------|-------|-------|--------|---|
| 11. KILMARTIN    |       |       |        |   |
| 17. ERVIN        |       |       |        | <i>Sponsor pulled<br/>the resolution.</i> |
| 12. KNAPP        |       |       |        |   |
| 13. SHEPARD      |       |       |        |   |
| 14. JORDAN       |       |       |        |   |
| 16. WILLIAMS     |       |       |        |   |
| 1. MAY           |       |       |        |   |
| 2. DOUGHERTY     |       |       |        |   |
| 3. CORL          |       |       |        |   |
| 4. TASSONE       |       |       |        |   |
| 5. RAPP          |       |       |        |   |
| 6. PLOCHOCKI     |       |       |        |   |
| 7. LIEDKA        |       |       |        |   |
| 8. RYAN          |       |       |        |   |
| 9. CHASE         |       |       |        |   |
| 10. HOLMQUIST    |       |       |        |   |
| 15. MR. CHAIRMAN |       |       |        |   |
| <b>TOTAL</b>     |       |       |        |   |



A.

LOCAL LAW NO. \_\_\_\_ - 2014

A LOCAL LAW AUTHORIZING A LEASE OF COUNTY-OWNED PROPERTY LOCATED IN THE GALLERIES OF SYRACUSE TO THE STATE UNIVERSITY OF NEW YORK, AND REPEALING LOCAL LAW NO. 8-2013

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

Section 1. Onondaga County, through the Onondaga County Public Library (OCPL), seeks to renovate the Robert P. Kinchen Central Library, located in The Galleries of Syracuse (Galleries), to consolidate public service areas, improve access and visibility, maximize public services, and increase overall operational efficiency. There will be space on the fourth and fifth floors that will be no longer be needed for County purposes. It is the intent of this Onondaga County Legislature to authorize the lease and execution of contracts for the lease of property located within the Galleries.

Section 2. Lease of County space to the State University of New York (SUNY). The County hereby authorizes a lease to SUNY of approximately 60,000 square feet of space located on the fourth and fifth floors of the "Library Unit" of a condominium within the Galleries, located within the 400 block of South Salina Street, Syracuse, New York.

The term of the lease agreement shall be for an initial period of ten (10) years, and such lease may be renewed twice upon mutual written agreement and is subject to the written approvals of the New York State Attorney General and the New York State Office of the State Comptroller. Each renewal period shall be for five (5) years. SUNY shall pay to the County rent at a rate of \$11.40 per square foot upon SUNY's taking possession of the leased premises and such other additional costs as may be provided for within the lease document, and such annual rent shall be paid in monthly installments.

Section 3. Onondaga County completed SEQR for the Central Library Reconstruction Project, declaring in Resolution No. 493-2011 that such project was classified as an Unlisted Action and adopting a Negative Declaration. The prepared Short Environmental Assessment Form is on file with the Clerk of the Legislature.

Section 4. The County Executive is authorized to take steps necessary to implement this local law, including entering into contracts regarding the lease of property located within The Galleries as provided for in this local law, and for the erection, demolition, and construction of County facilities within leased space within such building.

Section 5. Local Law No. 8-2013, which authorized lease of space within The Galleries, is hereby repealed in its entirety.

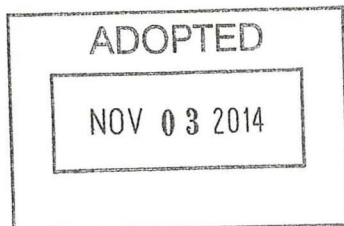
Section 6. This local law shall be subject to permissive referendum and shall take effect upon filing, pursuant to the provisions of the New York State Municipal Home Rule Law.

LL - OCPL - Upstate  
KMB  
kam

FILED WITH CLERK  
ONON. CO. LEG.

Sept. 24, 2014  
14 OCT 24 PM 12:57  
JCME

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

31<sup>st</sup> DAY OF November, 2014.

Deborah A. Maturo

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

14 OCT 27 AM 7:53

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made on \_\_\_\_\_, 2014, by and between **THE STATE UNIVERSITY OF NEW YORK** (“SUNY”) an educational corporation organized and existing under the laws of the State of New York and having its principal offices located at State University Plaza, Albany, New York 12246, acting through and on behalf of **SUNY UPSTATE MEDICAL UNIVERSITY** (also known as SUNY Health Science Center at Syracuse), a component of which is **UNIVERSITY HOSPITAL**, located at 750 East Adams Avenue, Syracuse, New York 13210 (“University”) and **THE COUNTY OF ONONDAGA** whose principal office is at John H. Mulroy Civic Center, 14<sup>th</sup> Floor, 421 Montgomery Street, Syracuse, New York 13202 (“Landlord”).

### WITNESSETH:

**WHEREAS**, the University desires to enter into a lease agreement for space for its various administrative departments, and this use is consistent with that of general government offices and compatible with the operation of a public library; and

**WHEREAS**, the Landlord has space meeting the specifications and needs for such uses in real property located at The Galleries, 447 South Salina Street, Syracuse, New York 13202 and desires to lease such space to the University.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

### TERMS AND CONDITIONS

#### 1. Leased Premises

The Landlord is the owner of certain space defined as the “Library Unit” (the “Property”) in a condominium arrangement with Onondaga Galleries, LLC, located at The Galleries of Syracuse (the “Building”), 447 South Salina Street, Syracuse, New York 13202.

Landlord hereby leases to University, and University leases from Landlord, a portion of the Property owned by Landlord at the Building, consistent with applicable terms and conditions found within the condominium agreement.

The portions of the Property leased by Landlord to University are the fourth and fifth floors of the Property and such portions of the first and second floors as may be needed for creating access corridors, where such portions of the Property are approximately 60,000 rentable square feet and described in Exhibit B attached hereto and made part of this Lease (the “Leased Premises”). The floors are measured and square footage is calculated using the BOMA (Building Owner’s and Manager’s Association) method of measurement, as shown on the plans within Exhibit B.

The University agrees to comply with the provisions of the condominium agreement and by-laws of the condominium’s governing board as may be applicable to the University’s business and operations at the Leased Premises.

Landlord represents and warrants that the Property and the Leased Premises are in compliance with all applicable codes, statutes, and regulations, including, without limitation to the environment, Title III of

the Americans with Disabilities Act (“ADA”) and American with Disabilities Act Amendment Act (“ADAAA”) and the ADA/ADAAA Accessibility Guidelines for Buildings and Facilities set forth in 36 CFR Part 1191, et seq.

**2. Term**

The term (“Term”) of this Lease shall be for a period commencing on June 1, 2015, and terminating at midnight on May 31, 2026, or unless sooner terminated pursuant to the provisions of this Lease.

Such term is based on the Landlord’s delivery to the University of occupancy of the portion of the Leased Premises on the fifth floor not later than June 1, 2015, and the portion of the Leased Premises on the fourth floor not later than August 31, 2016, as provided below in Section 3.

This Lease may be renewed twice upon mutual written agreement and is subject to the written approvals of the New York State Attorney General and the New York State Office of the State Comptroller. Each renewal period shall be for five (5) years.

**3. Possession and Stipulation of Term of Lease**

Occupancy of the Leased Premises is to be delivered in two phases. The Landlord is to deliver to the University occupancy of the portion of the Leased Premises on the fifth floor, and the corridors on floors one and two not later than June 1, 2015 (phase 1), and the Landlord is to deliver to the University occupancy of the portion of the Leased Premises on the fourth floor not later than September 1, 2016 (phase 2).

If the portion of the Leased Premises on the fifth floor is not ready for occupancy by the University on June 1, 2015, due to the inability of the Landlord to substantially complete "Landlord's Work", pursuant to the provisions of Section 26, the rent, and additional rent, reserved and covenanted to be paid for such portion of the Leased Premises shall not commence until possession of the Leased Premises is given to the University, and the initial term of this lease shall not terminate until a period of ten years has passed from the actual date on which the Landlord tenders occupancy to the University with the Landlord’s Work substantially complete, or unless sooner terminated pursuant to the provisions of this Lease.

If the County gives to the University, and the University accepts, possession of the Leased Premises on a date earlier than the date above specified for the delivery of occupancy, the rent, and additional rent, reserved and covenanted to be paid herein and all covenants, agreements and obligations herein and the Term of this Lease shall commence on the date that possession of the Leased Premises is given to the University.

The parties agree to execute and deliver a written Stipulation of Term of Lease setting forth the commencement and termination dates of the term under this Lease when such dates have been determined.

**4. Rent**

Phase 1: For 2015 the annual rent will be based on occupancy of the fifth floor only and is based on 30,000 square feet of rentable space at a rate of \$11.40 per square foot. Within phase 1, the rent shall be Three Hundred Forty Two Thousand Dollars and 00/100 (\$342,000.00), and shall be payable in monthly installments of Twenty Eight Thousand Five Hundred Dollars and 00/100 (\$28,500.00). The obligation to pay such annual rent shall commence upon the Landlord’s delivery to the University of occupancy of such portion of the Leased Premises as is located on the fifth floor.

Phase 2: Starting in 2016, at such time as the fifth and fourth floor are each occupied, the phase 2 annual rent shall be Six Hundred Eighty Four Thousand Dollars and 00/100 (\$684,000.00), where such annual rent is based on 60,000 square feet of rentable space at a rate of \$11.40 per square foot. The annual rent



shall be payable in monthly installments of Fifty Seven Thousand Dollars and 00/100 (\$57,000.00). The obligation to pay such annual rent shall commence upon the Landlord's delivery to the University of occupancy of such portion of the Leased Premises as is located on the fourth floor.

For additional rent to be paid, refer to the following sections:

- Section 21 – Janitorial Services (additional weekend hours);
- Section 27 – Taxes; and
- Section 28 – Operating Costs.

**5. Use**

Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities and the Board of Fire Underwriters and any similar bodies having jurisdiction thereof, the University shall use the Leased Premises for business offices and for any lawful purpose.

**6. Access**

Landlord covenants that the University shall have access to the Property, the Building, and the Leased Premises twenty-four (24) hours a day, seven (7) days a week, subject to any restrictions in the condominium agreement. Specifically, Landlord shall provide for the University to access the Building in two places: on Warren Street and on Salina Street.

**7. Approvals**

This Lease shall be conditioned upon and is subject to the written approvals of the University and, if applicable, the New York State Attorney General and the New York State Office of the State Comptroller.

**8. Asbestos/Lead/Hazardous Materials**

Landlord represents and warrants, as an inducement to encourage the University's occupation of the Leased Premises, and as a material term of this Lease, that the Leased Premises are free from hazards that are known or reasonably could have been known, particularly with reference to the United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to asbestos.

Landlord further represents that, immediately upon the discovery of environmental hazards or asbestos containing materials with or about the Property and the Leased Premises, Landlord shall give written notice to the University of the existence of such materials, and shall, at its sole cost and expense, completely remove said materials from the Leased Premises in full compliance with federal, New York State, municipal, or local laws, statutes, rules, or regulations relating to the removal of asbestos.

Landlord represents and warrants, as an inducement to encourage the University's occupation of the Leased Premises, and as a material term of this Lease, that the Leased Premises are free of paint or other conditions conducive to lead poisoning. Landlord further represents that, immediately upon the discovery of any condition conducive to lead poisoning; Landlord shall take any and all reasonable steps necessary to abate such condition within the Leased Premises.

If the University, in its sole determination, determines that the presence of asbestos or lead base paint or other hazardous materials may impact the health of its employees, occupants or patients, the University may immediately terminate this Lease.

**9. Assignment**

This Lease or any of its provisions shall not be assigned, delegated, transferred, conveyed, sub-let, or otherwise disposed of by either party without the prior written consent of the other party, the New York State Attorney General and the New York State Comptroller.

**10. Compliance with Laws, Rules, Orders, Ordinances and Regulations**

Landlord shall comply with all laws, rules, orders, ordinances, and regulations at any time issued or in force applicable to the Property, the Building, and the Leased Premises made by any governmental body and each and every department, official, and bureau therefore, and by the appropriate Board of Fire Underwriters or similar authority. Upon request of the University, Landlord shall provide documentation of such compliance.

**11. Landlord's Interest**

Landlord represents that the Property and the Leased Premises are owned by Landlord, in a condominium arrangement with Onondaga Galleries, LLC, and Landlord has the authority to enter into this Lease pursuant to the condominium agreement between Landlord and Onondaga Galleries, LLC.

**12. Destruction of the Building and/or the Leased Premises**

- (a) If the Building and/or the Leased Premises are destroyed or so injured by fire or the elements or any cause as to render the Leased Premises untenable or unfit for the University's uses, as the University in its sole discretion may determine, the University may serve notice declaring its intent to vacate the Leased Premises and may thereafter quit and surrender the entire Leased Premises, in which event rent shall abate from the time of destruction and the University shall not be liable for further rent and shall be relieved of further liability under this Lease.
- (b) Notwithstanding the prior exercise of section 12(a), if the Building and the Leased Premises shall be promptly restored or rebuilt within thirty (30) days of damage, or if Landlord shall agree with the University in writing to restore or rebuild within an agreed upon time, as the case may be, to resume full occupancy of the Leased Premises for the balance of the Term, except that in either case the rent shall cease during the restoring or rebuilding time.
- (c) In the event the Building and/or the Leased Premises are so damaged or destroyed as described above, any advance rent paid by the University to Landlord shall be apportioned to the date of the destruction and the difference returned to the University within fifteen (15) calendar days.

**13. Eminent Domain**

If the whole of the Leased Premises shall be taken and condemned by any competent authority for any public use or purpose, this Lease shall cease at the time of such taking or condemnation.

If part, but not the whole, of the Property, the Building, or the Leased Premises shall be taken and condemned by any competent authority for any public use or purpose, and the University is unable to substantially use the Leased Premises for the uses it was making thereof immediately prior to such taking or condemnation, this Lease shall cease at the time of such taking or condemnation.

If the Term shall cease due to a taking or condemnation as provided in this section, rent shall be apportioned accordingly to the date the Term ceases and the University shall not be liable for further rent and shall be relieved of further liability under this Lease.

**14. Entire Lease**

This Lease, together with Exhibit A, SUNY Standard Contract Clauses, Exhibit B, Description of Leased Premises, Exhibit C, Renovation Specifications and Costs, and the several space plans included within such exhibits, sets forth the entire Lease of the parties and supersedes all prior proposals, representations, communications, negotiations and leases between the parties whether oral or written, with respect to its subject matter. This Lease may not be amended or changed in any of its provisions except by a subsequent written Lease signed by duly authorized representatives of the parties and, if applicable, the New York State Attorney General and the New York State Office of the State Comptroller.

**15. Exhibits**

This Lease shall be subject to, and hereby incorporates by reference Exhibit A, SUNY Standard Contract Clauses, and Exhibit B, Description of Leased Premises, and Exhibit C, Renovation Specifications and Costs, and made an integral part hereof. In the event of any inconsistency or conflict among the elements of this Lease, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibit A, (2) the body of this Lease, and (3) Exhibit B & C.

**16. Fire Extinguishers**

Landlord shall provide fire extinguishers within the Leased Premises. The types of fire extinguishers provided and their locations, testing, and maintenance shall, at all times during the Term and any subsequent renewal period, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, unless New York State laws, statutes, or regulations or local ordinances impose stricter requirements in which event Landlord shall comply with the strictest of said requirements. All fire extinguisher installations shall be in accordance with the New York State Fire Prevention and Building Code and ADA/ADAAA Accessibility Guidelines.

**17. Governing Law**

This Lease shall be enforced and construed in accordance with the laws of the State of New York. Jurisdiction of any litigation with respect to this Lease shall be in New York with venue in a court of competent jurisdiction located in Onondaga County or any other court having competent jurisdiction in the State of New York.

**18. Headings/Captions**

The sectional headings as to contents of particular sections herein are inserted only for convenience and are not to be construed as part of this Lease or as limitation of the scope of the particular section to which they refer.

**19. Inspection**

Landlord shall be permitted to enter the Leased Premises at a time agreed upon by the University, and in the case of an emergency, at any time, for the sole purpose of inspecting the Leased Premises and making any necessary repairs thereto and performing any work herein which Landlord is required to make.

**20. Insurance**

Prior to the date on which possession of the Leased Premises is delivered to the University, Landlord shall file with the University a copy of the insurance policy evidencing compliance with all requirements contained in this Lease. Such proof of compliance shall be of form and substance acceptable to the University. Provided, however, that the University acknowledges that the Landlord is self-insured for certain types of risk, and the Landlord may satisfy a portion of the insurance requirements provided herein by providing evidence in a form acceptable to the University that the Landlord is a self-insured municipality with sufficient reserves to underwrite such insurance requirement.

Acceptance and/or approval of any such policies or evidence of being self-insured does not and shall not be construed to relieve Landlord of any obligations, responsibilities, or liabilities under this Lease. All insurance required by this Lease shall be obtained at the sole cost and expense of Landlord, shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the University, shall be primary and non-contributing to any insurance or self insurance maintained by the University, shall be endorsed to provide written notice be given to the University at least thirty (30) calendar days prior to the cancellation, non-renewal, or material alteration of such policies, which notice evidenced by return receipt of United States certified mail, shall be sent to the Director of Contracts at Upstate. Landlord shall be solely responsible for the payment of all deductibles and self insured



retentions to which such policies are subject. Landlord shall cause all insurance to be in full force and effect as of the commencement date of this Lease and to remain in full force and effect throughout the term of this Lease and as further required by this Lease. Landlord shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the University and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

Landlord shall cause to be included in each of its policies insuring against loss, damage, or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the University, or if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Landlord waives or has waived before the casualty the right of recovery against the University, or (ii) any other form of permission for the release of the University.

Landlord, throughout the Term of this Lease or any extension or renewal thereof, or as otherwise required by this Lease, shall obtain and maintain in full force and effect, with limits not less than those described below and as required by the terms of this Lease, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- (a) A combined single limit (bodily injury and property damage on an occurrence basis) liability insurance policy with limits no less than One Million Dollars (\$1,000,000) plus excess umbrella coverage of Five Million Dollars (\$5,000,000), and a policy of fire and extended coverage, vandalism and malicious mischief, hazard insurance having an amount of insurance equal to the full replacement value of the Property. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract. The State University of New York, its officers, agents, and employees shall be additional named insureds in the insurance policy or policies, and a copy of the insurance policy or policies must be provided to the University upon execution of this Lease. If such insurance contains an aggregate limit, it shall apply separately to this action.
- (b) Workers' Compensation, Employers Liability, and Disability Benefits as required by New York State.
- (c) Comprehensive Business Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.
- (d) Commercial Property Insurance for the direct loss or damage to the Leased Premises covering, at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, including debris removal, demolition, and increased cost of construction that are caused by legal requirements regulating the construction or repair of damaged facilities, in an amount of not less than the Full Insurable Value of the Property and the Leased Premises. Full Insurable Value shall mean actual replacement cost of the Property and the Leased Premises including improvements and betterments made by the University (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations, and footings)
- (e) Boiler and Machinery Insurance covering all of the boilers, fired or unfired pressure vessels, servicing the Property and the Leased Premises and which may malfunction or cause damage to property or injury to persons. Landlord shall provide for the regular inspection of the boiler.

Landlord shall require any subcontractors hired to carry insurance with the same limits and provisions provided herein to which such policies are subject. Neither the procurement nor the maintenance of any type of insurance by Landlord shall in any way be construed or be deemed to limit, discharge, waive, or

release Landlord from any of the risks and obligations imposed upon it by this Lease or to be a limitation on the nature or extent of such obligations and risks.

## **21. Janitorial Services**

Landlord shall at its sole cost and expense provide janitorial services and cleaning for the Leased Premises. It is understood that the janitorial services to be furnished by Landlord are:

- (a) Floor swept daily, carpeting vacuumed daily, carpeting shampooed as required,
- (b) Equipment dusted weekly,
- (c) Windows washed semi-annually,
- (d) Electric light fixtures, etc. cleaned semi-annually,
- (e) Soap, towels, and toilet paper furnished in all lavatories, wash rooms, and/or toilet rooms as required,
- (f) Clean and service all lavatories, wash rooms, and/or toilet rooms daily,
- (g) Daily removal of waste and refuse,
- (h) Sidewalks, parking areas, and entrances to be kept free and clear of refuse, snow, and ice,
- (i) Extermination services as and if requested,
- (j) Garbage/trash removal, however, the University shall be responsible for removing all medical waste, if any.
- (k) Recycling to meet the criteria of the Blue Ribbon Recycler program from the Onondaga County Resource Recovery Agency.

Additional janitorial services may be required if the University's offices are functioning on weekends. The cost for janitorial services if required during these additional weekend hours shall be mutually agreed upon in writing between Landlord and the University, and if supplied by Landlord, such janitorial services for the additional weekend hours shall be treated as additional rent at rates approved by both parties.

## **22. Maintenance and Repairs, etc.**

Consistent with the condominium documents, Landlord at its sole cost and expense shall keep and maintain the Property and the Leased Premises in good, clean, and orderly condition and shall make all necessary repairs, both inside and outside, structural and non-structural, ordinary and extraordinary on the Property and the Leased Premises. Landlord's obligations of maintenance and repair shall extend, without limitation, to the grounds, landscape, walls, floors, roof, yards, fences, sidewalks, ceilings, walls, signs, lighting, parking areas, curbs, corridors, stairs, and elevators on or in or adjoining or in front of the Property and the Leased Premises, if any, and all connections with electric, gas, water, power, heat, sewage, and other utility services, air conditioning apparatus, boilers, and machinery and all other fixtures and systems used in the Property and the Leased Premises.

Landlord shall indemnify, defend, and hold the University harmless from and against any and all liabilities, damages, expenses, fines, penalties, actions, causes of action, suits, costs, or judgments, including reasonable attorneys' fees, because of or due to Landlord's failure to comply with its maintenance and repair obligations under this Lease. Landlord hereby expressly releases and discharges the University from any liability and responsibility whatsoever in connection with Landlord's maintenance and repair obligations under this Lease.

Consistent with the condominium documents, Landlord at its sole cost and expense shall be responsible for garbage/trash removal, snow and ice removal, winter entrance runners at the entrances to the Property. In addition, Landlord at its sole cost and expense shall be responsible for day to day carpentry and space maintenance and other troubleshooting measures as requested by the University.

**23. No Third-Party Beneficiary**

No term of this Lease shall be construed to confer any third-party beneficiary rights on any non-party.

**24. Notices**

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and delivered in person or by courier, receipt acknowledged, or mailed by certified mail, return receipt requested, postage prepaid, e-mail, or by electronic mail transmission with return electronic mail receipt confirmation required, to the addresses set forth below:

To Upstate:                Contracts Administrator  
                                 Contracts Office, 2050 SLC  
                                 SUNY Upstate Medical University  
                                 750 East Adams Street  
                                 Syracuse, New York 13210  
                                 [watsonda@upstate.edu](mailto:watsonda@upstate.edu)

To Landlord:             County of Onondaga  
                                 Office of the County Executive  
                                 Attn: William P. Fisher  
                                 Deputy County Executive  
                                 John H. Mulroy Civic Center, 14<sup>th</sup> Floor  
                                 421 Montgomery Street  
                                 Syracuse, New York 13202

Notice shall be deemed complete on the date of hand or courier delivery (as evidenced by a signed receipt) or the date of delivery by certified mail (as evidenced by a return receipt from the United States Postal Service), or the date of electronic mail transmission (as evidenced by return electronic mail receipt confirmation).

**25. Quiet Enjoyment**

The University, upon payment of rent and performing all of its other obligations under this Lease, may peaceably and quietly have, hold, and enjoy the Leased Premises for the Term of this Lease, where such quiet enjoyment commences upon and continues after delivery of occupancy of the Leased Premises by the Landlord to the University.

**26. Landlord's Work**

Landlord shall provide University with an improvement allowance not to exceed Forty Dollars (\$40.00) per square foot to be used to construct University's specifications within the Leased Premises.

Within such improvement allowance, Landlord shall make interior improvements within the Leased Premises using standard building materials, finishes and specifications (hereinafter referred to as "Landlord's Work") for the use and benefit of the University, subject to the following terms and conditions:

- (a) Not later than January 1, 2015, the University shall provide Landlord with a space plan and specifications for the Landlord's Work, and such space plan shall be adequate for Landlord to prepare working drawings for Landlord's Work. Based on such space plan the Landlord and the University shall work together to develop the scope of the Landlord's Work, and once completed and approved by both parties in writing, such space plans and such scope of work shall be attached hereto as Exhibit B and Exhibit C respectively and made a part hereof.

The University will not order long lead time items that would delay substantial completion of Landlord's Work. If the University desires to make revisions to the Landlord's Work, the



University will notify Landlord of such proposed revisions. If Landlord approves the revisions, Landlord will revise the Landlord's Work accordingly and will notify the University of the additional cost of the revised Landlord's Work, if any, and any anticipated delay in completing Landlord's Work caused by such revisions.

The University will approve or disapprove the increased cost and delay within five (5) days after Landlord notifies the University of the additional cost and delay. If the University fails to notify Landlord of its approval or disapproval of the additional cost and delay within said five (5) day period, the University is deemed to have disapproved the additional cost or delay. If the University disapproves the additional cost or delay, the University is deemed to have withdrawn its proposed revisions to the Landlord's Work. If the University approves the additional cost and delay, such additional cost shall be considered a change order and will be paid directly to Landlord by the University.

- (b) Upon completion of Landlord's Work, Landlord shall warrant and represent to the best of its knowledge that the Leased Premises are in compliance with all applicable codes, statutes and regulations, including without limitation to the environment, Title III of the Americans' with Disabilities Act (ADA) and the ADA accessibility guidelines for buildings and facilities set forth in 36 CFR.Part 1191, et seq., in effect as of the date Landlord submits its complete application for a building permit for Landlord's Work as interpreted by the relevant governmental authority, and provided, further, that such representation and warranty of Landlord shall be subject to and based upon the University's representations concerning the University's status as a "Public Accommodation" and concerning the location of any "area of primary function" and upon information furnished by tenants and other occupants of the Building concerning such parties' status as "Public Accommodation" and concerning the "area of primary function" within such parties' premises.
- (c) If the portion of the Leased Premises as is found on the fifth floor is not ready for occupancy by the University on June 1, 2015, due to the inability of Landlord to substantially complete Landlord's Work, the rent, and additional rent, reserved and covenanted to be paid shall not commence until possession of the Leased Premises is given to the University, and the initial term of this lease shall not terminate until a period of ten years has passed from the actual date on which the Landlord tenders occupancy to the University with the Landlord's Work substantially complete, or unless sooner terminated pursuant to the provisions of this Lease.

If the University is given and accepts possession of the Leased Premises, or a portion thereof, on a date earlier than the date above specified for commencement of the term, the rent and additional rent reserved herein and all covenants, agreements and obligations herein shall commence on the date that possession of the Leased Premises is given to the University. The parties agree to execute and deliver a written Stipulation of Term of Lease setting forth the commencement and termination dates of the term under this Lease when such dates have been determined.

- (d) Notwithstanding the provisions of subsection (c) hereinabove, if the University fails or refuses to take possession of the Leased Premises and if such failure or refusal is not otherwise due to the Landlord's failure to deliver occupancy of the Leased Premises or portion thereof, the University agrees to pay to the Landlord the actual unamortized costs associated with Landlord's Work. The University acknowledges that the Landlord intends to undertake such work in reliance upon the University taking possession of the Leased Premises or portion thereof. This provision shall survive the termination of this Lease.

## 27. Taxes.

The University shall reimburse Landlord for the University's Proportionate Share of any increase in taxes subsequent to the end of calendar year 2015 as additional rent. Landlord shall promptly reimburse the

University for any overpayment resulting from a decrease in taxes subsequent to calendar year 2015. Landlord shall furnish the University with copies of tax or assessment bills and the calculation of University's Proportionate Share of taxes. Such Proportionate Share shall be calculated on the basis of the ratio that the gross square feet of the portion of the premises occupied by the University at the time the calculation is performed (60,000) bears to the gross square feet of the entire Property (xx,xxx). For purposes of this Agreement, this Proportionate Share shall be x.xx%.

For purposes of this section, the term "taxes" shall mean all real estate taxes, assessments, water and sewer rates and all other governmental charges or levies of any kind, which may be charged or imposed by a governmental authority upon the real property of which the Property and the Premises are a part, with the exception of any levies, liens, judgments, fines or penalties which have been assessed against Landlord solely as a result of Landlord's failure to meet a statutory, regulatory, contractual or other legal obligation. Taxes for any tax fiscal year terminating after the termination of this Agreement shall be equitably apportioned so that the University shall pay only that portion of taxes attributable to the term of this Agreement.

## **28. Operating Costs.**

The University agrees to pay to Landlord, as additional rent, within thirty (30) days after receipt of Landlord's invoice an amount equal to the University's Proportionate Share of the estimated amount by which Operating Costs for each calendar year exceed the Operating Costs for the "Base Year". Base Year for purposes of this Lease is calendar year 2015. Payment to Landlord shall be governed by Article 11-A of New York State Finance Law. In any event, such payment shall not preclude any subsequent audit by the University as described hereinafter.

The term "University's Proportionate Share" shall mean a fraction, the denominator of which is the rentable area of the Property (xx,xxx) and the numerator of which is the rentable area of the Leased Premises (60,000). The University's Proportionate Share, expressed as a percentage, is x.xx%.

"Operating Expenses" shall mean the aggregate of those costs, expenses, disbursements and expenditures paid or incurred by or on behalf of Landlord whether directly or through independent contractors with respect to the operation, maintenance, repair, cleaning, and security of the Property, subject to the condominium agreement. Operating Expenses shall be "net" only, and for that purpose shall be reduced by the amounts of any insurance reimbursement, other reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance or the like, received by Landlord in connection with such Operating Expenses. Operating Expenses shall include the following costs and expenses where paid by the Landlord, subject to the condominium agreement:

- (a) Costs incurred by the Landlord in connection with the repair of Building equipment, facilities and installations including repairs to the heating, ventilation and air conditioning systems (HVAC), where such Building equipment, facilities and installations services the Leased Premises;
- (b) Payroll taxes, wages and salaries of all persons engaged in the repair and maintenance of the Building through and including the Building manager, and fringe benefits including social security taxes, unemployment taxes, workers' compensation premiums, coverage for disability benefits, contributions to any pension, hospitalization, welfare, or retirement plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement and any other similar or like expense incurred to provide benefits for employees not covered by collective bargaining agreements who are engaged in the repair and maintenance of the Building;
- (c) Water consumption and sewage charges for the Leased Premises, provided the same are not included in Taxes;
- (d) Fuel consumed for the heating of the Building where such heating system services the Leased Premises;

- (e) Electricity for the common areas of the Building (and for the Demised Premises, if base rent includes the cost of electricity), if paid by the Landlord;
- (f) Building services, if any, for cleaning, janitorial, window cleaning, and exterminating;
- (g) Service and maintenance contracts with independent contractors including HVAC and elevators where such systems service the Leased Premises;
- (h) Cost of insurance coverage on the Building (excluding rent and plate glass);
- (i) Grounds maintenance, including snow removal;
- (j) Cost of supplies used in such operation, repair and maintenance.
- (k) Costs incurred (not to exceed market-rate pricing) for parking spaces (up to 400 spaces) at either Harrison Street Garage or Sibley's Garage.

It is agreed that Operating Expenses shall exclude or be adjusted to exclude the following:

- (a) Any costs that would be required to be capitalized as a capital repair or improvement under Generally Accepted Accounting Principles (GAAP), consistently applied. Any individual building improvement exceeding \$5,000 shall be treated as a capital expense by Landlord;
- (b) Salaries, payroll taxes and fringe benefits of any employee above the position of Building manager including any form of compensation to principals, officers or partners of Landlord;
- (c) Any cost paid to a related or affiliated person or company of Landlord which is in excess of the amount which would have been paid in an arms-length transaction;
- (d) Any real estate taxes, special assessment charges, Business Improvement District (B.I.D.) payments, or Payment in Lieu of Taxes (P.I.L.O.T.) payments or any fees or costs to have such items reduced;
- (e) Leasing commissions or other portions of general and administrative expenses, including advertising, travel and entertainment attributable to leasing in the Building. Also excluded are expenses (if any) for the entertainment of tenants, including the University, and/or political or charitable contributions;
- (f) Late charges, interest or carrying charges;
- (g) Management expenses in excess of 5% of gross rents, provided however that base year management fees shall be calculated assuming 100% occupancy, or actual occupancy, whichever is higher.
- (h) Attorney's fees;
- (i) Mortgage payments, mortgage refinancing costs, ground lease payments (if any), and depreciation of the Building and capital improvements located therein;
- (j) The cost of any service which is provided to another tenant in the Building but not provided to the University. For example: electricity that is provided to another tenant as part of base rent when the University has a separate meter in its own name;
- (k) Major new items or services not included in the Base Year (for example, elevator maintenance contract costs which are covered by warranties during the Base Year), unless such items were included under general maintenance line items for the Building for the Base Year. However, notwithstanding anything herein provided to the contrary, any subsequent or new expense item(s) incurred after the Base Year which Landlord and the University mutually agree can be added to the approved list of acceptable expense items detailed herein for the remaining Term of this Agreement, are to be added both to the current calendar year Operating Expenses in which they were incurred as well as the Base Year, so that thereafter in the remaining years, such item(s) will qualify as an Operating Expense subject to these escalation provisions;



- (l) The cost of major repairs to the structure of the Building; for purposes of this clause, structure shall mean the exterior walls, including curtain and window walls, structural slabs, foundations, roof and supporting members, columns, and beams or bearing walls;
- (m) The cost of any work performed (such as preparing a tenant's, including the University's, space for occupancy, including painting, decorating, or redecorating) or services provided (such as above-standard cleaning services) for any tenant (including University) at such tenant's cost, or provided by Landlord without charge as an inducement to lease (such as free rent, improvement allowances or free overtime air-conditioning).

If during the Base Year or any subsequent calendar year, Landlord shall furnish any particular item(s) of work or service which would otherwise constitute Operating Expense hereunder to some but not all of the Property due to the fact that (i) less than the entire rentable space of the Property is occupied or leased, (ii) such item(s) of work or service is not required or desired by a tenant, (iii) a tenant is itself obtaining and providing such item of work or service or (iv) the Property has not yet opened or is unoccupied, then, for purposes of computing Operating Expenses for such calendar year, the amount included in Operating Expenses for such item(s) for such period shall be deemed to be increased to reflect the Operating Expenses that would have been payable had the Property been 100% occupied for the entire Base Year or subsequent calendar year (as the case may be) or if such item(s) of work or service had been furnished to 100% of the entire Property.

Landlord shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records") in accordance with Generally Accepted Accounting Principles (GAAP), consistently applied. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years after the expiration of this Agreement. The State Comptroller, the Attorney General, the University, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of Landlord within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State of New York, for the term specified above for the purpose of inspecting, auditing, and copying. All audits will be performed in accordance with Generally Accepted Auditing Standards (GAAS). 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) Landlord shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) said records are determined by the State to be exempt under the Statute. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation. If Landlord is unable or refuses to produce sufficient documentation, in accordance with GAAP, consistently applied, to support the amounts set forth and included in the Base Year or any subsequent calendar year, such amounts shall be disallowed and payment thereof denied without recourse. If Landlord fails to submit a written claim for an Operating Expense escalation payment within one (1) year from the end of the respective calendar year, no payment will be allowed for such period and the claim therefore shall be deemed waived.

The provisions of this Section shall survive the termination of this Agreement.

Following the end of each calendar year during the term, Landlord shall furnish to the University a comparative statement and reconciliation showing the University's Proportionate Share of actual Operating Costs versus the estimated Operating Costs paid, attributable to such year. Any overpayment or underpayment by the University shall be promptly adjusted by payment, within sixty (60) days, of the balance of any underpayment for such year by the University to Landlord, or by applying any overpayment by the University as a credit to succeeding monthly installments of any increase in Operating Costs. Landlord shall promptly reimburse the University any such overpayment remaining at the expiration of the term. All Operating Costs shall be subject to audit by the University or its agent, at the University's expense, upon reasonable notice, and Landlord and the University shall use their best efforts to minimize Operating Costs in a manner consistent with generally accepted general office building practices.

For purposes of calculating the University's Proportionate Share for a fractional year, each day of the University's occupancy shall be regarded as one three hundred and sixty fifth of a full year's share and the University shall be considered in occupancy during the full period of the term falling within the fractional year.

#### **29. Payments to Landlord**

Landlord shall provide complete and accurate billing invoices to the University in order to receive payment. Invoices submitted to the University must contain all information and supporting documentation required by this Lease, the University, and the New York State Comptroller. Payment for invoices submitted by Landlord shall only be rendered electronically unless payment by paper check is expressly authorized by the University's Vice President for Administration or his/her designee, in his or her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and practices. Landlord shall comply with the New York State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the New York State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Landlord acknowledges that it will not receive payment on any invoices submitted under this Lease if it does not comply with the New York State Comptroller's electronic payment procedures, except where the University's Vice President for Administration or his/her designee has expressly authorized payment by paper check as set forth herein.

#### **30. Security**

Landlord at its sole cost and expense shall provide security for the Property and the Leased Premises. Included in Landlord's Work, as listed in Exhibit C Landlords Work Specifications and Costs, are security improvements which consist of (but not limited to) a secure private entrance to the fourth and fifth floor spaces including a new corridor on floors one and two, secure elevator controls, stairway modifications, separate entry on second floor, card access for elevators and stairways.

Consistent with the condominium agreement, Landlord shall review its security measures with SUNY Upstate Medical University's Chief of University Police and shall take whatever steps are necessary to correct any security deficiencies that would affect the safety of the University's patients, employees, faculty, and students. Landlord shall contact the University relative to any event that would affect the safety of the University's patients, employees, faculty, and students.

#### **31. Severability**

If any part, term or provision of this Lease is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Lease shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Lease did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

#### **32. Signage**

Subject to the regulations established by the condominium's governing board pursuant to the condominium agreement regarding placement and maintenance of signs and insignia, the University may post and maintain such signs and notices as are reasonably required to inform the public as to its location on the Property and may post signs on the property and in and on the Building and shall have a right to have its name and other pertinent information on the Building's lobby directory board, if such exists.

#### **33. Termination**

This Lease may be terminated upon the following:

- (a) Either party may terminate this Lease, upon written notice, in the event of any of the following: (i) the other party makes an assignment for the benefit of creditors; (ii) a petition

in bankruptcy or any insolvency proceeding is filed by or against the other party and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of the property of the other party is levied upon or sold in any judicial proceeding.

- (b) This Lease may be terminated upon the mutual written agreement of the parties.
- (c) The University may terminate this Lease upon thirty (30) days written notice in the event Landlord fails to fulfill material obligations under this Lease; provided, however, that the Landlord be given written notice of such alleged failure and be permitted a reasonable period of time in which to cure.
- (d) This Lease may be terminated immediately in the event of termination, cancellation or any other material change in Landlord's insurance coverage.
- (e) This Lease may be terminated if the Property or the Building or the Leased Premises are taken by eminent domain.
- (f) The University may terminate this Lease immediately in the event it is found that the certification filed by Landlord in accordance with Sections 139-j and 139-k of the New York State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the University may exercise its termination right by providing written notification to Landlord in accordance with the written notification terms of this Lease.
- (g) If the University, in its sole determination, determines that the presence of asbestos or paint or other conditions conducive to lead poisoning may impact the health of its occupants or patients, the University may immediately terminate this Lease.
- (h) As provided for in Section 12 (Destruction of the Building and/or Leased Premises) of this Lease.
- (i) For early termination see Section 36.

#### 34. Utilities

- (a) Landlord, at its sole cost and expense, shall arrange for and shall furnish all electric, gas, water, power, heat, sewage, and other utility services used or consumed in, on, or about the Leased Premises and the common areas of the Building (such as lobbies, corridors, wash rooms and/or toilet rooms) in a manner consistent with the condominium agreement during the term of this Lease and shall promptly pay for all utility services for the Property and the Leased Premises upon receipt of bills therefore.

Landlord may elect to provide for the electric power supply to be separately metered to the Leased Premises, and the work involved with providing the separate meter shall be at Landlord's cost. In the event that Landlord so elects, University shall pay to the Landlord the actual costs attributable to such metered electricity use as additional rent under Section 28 – Operating Costs.

- (b) Landlord shall furnish to the Property and the Leased Premises electrical equipment and service of sufficient amount and quality for proper lighting, heating, air conditioning. All cost of furnishing electric energy, electric fixtures and appurtenance, electric wiring, and installation of electric lamps in lighting fixtures and replacement thereof shall be paid by Landlord. The measurement of actual foot candle levels shall be accomplished in accordance with the Illumination Engineers Society standard practices and procedures for measuring light level uniformity. It is understood that the light level so furnished and measured in foot candles shall be provided as follows:
  - (i) office and exam areas – 60 at work surface (generally 30 inches above finished floor),
  - (ii) corridors/hallways – 40.

- (iii) lobbies and other common areas – 45
- (c) The electrical service to be furnished by Landlord shall be for regular business office use, including copy machines, electric typewriters, and computer terminals. The University shall not use or permit to be used in the Leased Premises any machinery or equipment, electrical or otherwise, which will, in Landlord's reasonable opinion, overload or damage the Building or its systems. The University shall be allowed, however, the use of office and medical equipment normally associated with its administrative, educational, and clinical functions, and Landlord hereby consents to such use.
- (d) Landlord shall furnish heating and air conditioning equipment able to maintain the temperature throughout the Leased Premises to a degree necessary for the proper comfort of occupants and patients. Landlord shall install and operate an adequate and suitable year round environmental control system and appurtenances which shall be capable of providing the following:
  - (i) Year-round daily ventilation as per the latest American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc. ("ASHRAE") 62 requirements, including all referenced standards.
  - (ii) The air conditioning or cooling portion of said system shall be capable of maintaining inside conditions of not more than 78 degrees F dry bulb and not greater than sixty (60%) percent relative humidity when the outside ambient temperature is that which is specified for the cooling season in the State Energy Conservation Construction Code for the locale in which the Leased Premises are located.
  - (iii) The heating portion of said system shall be capable of maintaining heat which shall not be less than sixty-eight (68) degrees nor more than seventy-five (75) degrees throughout the Leased Premises and the common areas of the Building.
- (e) Landlord shall be responsible for all repairs and maintenance to the HVAC systems, consistent with the condominium documents.
- (j) Landlord shall maintain equipment able to provide hot and cold water from local supply sufficient for drinking, wash room, and cleaning purposes for the Leased Premises.
- (k) Landlord shall conduct load calculations to determine the amount of electrical service and air conditioning equipment that may be needed to accommodate at least 212 people working on the fifth floor and a minimum of 450 Dell 7010 computers, 15 HP Laserjet M602dn printers and 6 Konica Minolta Bizhub 364e Copy/Print/Scan machines. If the local calculations exceed the base-building electrical and HVAC systems, Landlord shall research methods of addressing the system deficiencies.

### **35. Waiver**

The waiver of any term or condition of this Lease or any breach of a provision of this Lease by either party shall not operate or be construed as a subsequent waiver of any term or condition or waiver of any subsequent breach by either party.

### **36. Early Termination**

Provided that University is not in default of its covenants and obligations under the Lease, then University shall have the right to terminate the Lease for the entire Leased Premises by giving Landlord six (6) months prior written notice.

If the University terminates this Lease Agreement sooner than its expiration and if such termination does not result from a material breach on the part of the Landlord, the University agrees to pay to the Landlord the actual unamortized costs associated with Landlord's Work performed under this Lease Agreement. The University acknowledges that the Landlord intends to undertake such work in reliance upon the



University taking possession of the Leased Premises or portion thereof. This provision shall survive the termination of this Lease

**37. Responsibility**

Landlord shall at all times during the Term of this Lease remain responsible. Landlord agrees, if requested by the Chancellor of SUNY or her/his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Chancellor of SUNY or her/his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Lease, at any time, when he or she discovers information that calls into question the responsibility of Landlord. In the event of such suspension, Landlord must comply with the terms of the suspension order. Activity on this Lease may resume at such time as the Chancellor of SUNY or her designee issues a written notice authorizing a resumption of performance under this Lease.

Upon written notice to Landlord, and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Lease may be terminated by the Chancellor of SUNY or her/his designee at Landlord's expense where landlord is determined by the Chancellor of SUNY to be non-responsible. In such event, the Chancellor of SUNY or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

*Remainder of page left blank intentionally*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement as of the date and year first above written.

**Agency No. 28110**

**Lease No. L-700136**

**Landlord Certification**

“I certify that all information provided to SUNY with respect to State Finance Law §139-j and 139-k is complete, true and accurate.”

**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.”

**County of Onondaga**

**State University of New York  
Upstate Medical University**

\_\_\_\_\_  
Joanne Mahoney  
County Executive

\_\_\_\_\_  
Eric J. Smith  
Vice President for Administration and Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert M. Haelen  
Vice Chancellor for Capital Facilities  
SUNY System Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric T. Schneiderman  
Attorney General

\_\_\_\_\_  
Thomas DiNapoli  
State Comptroller

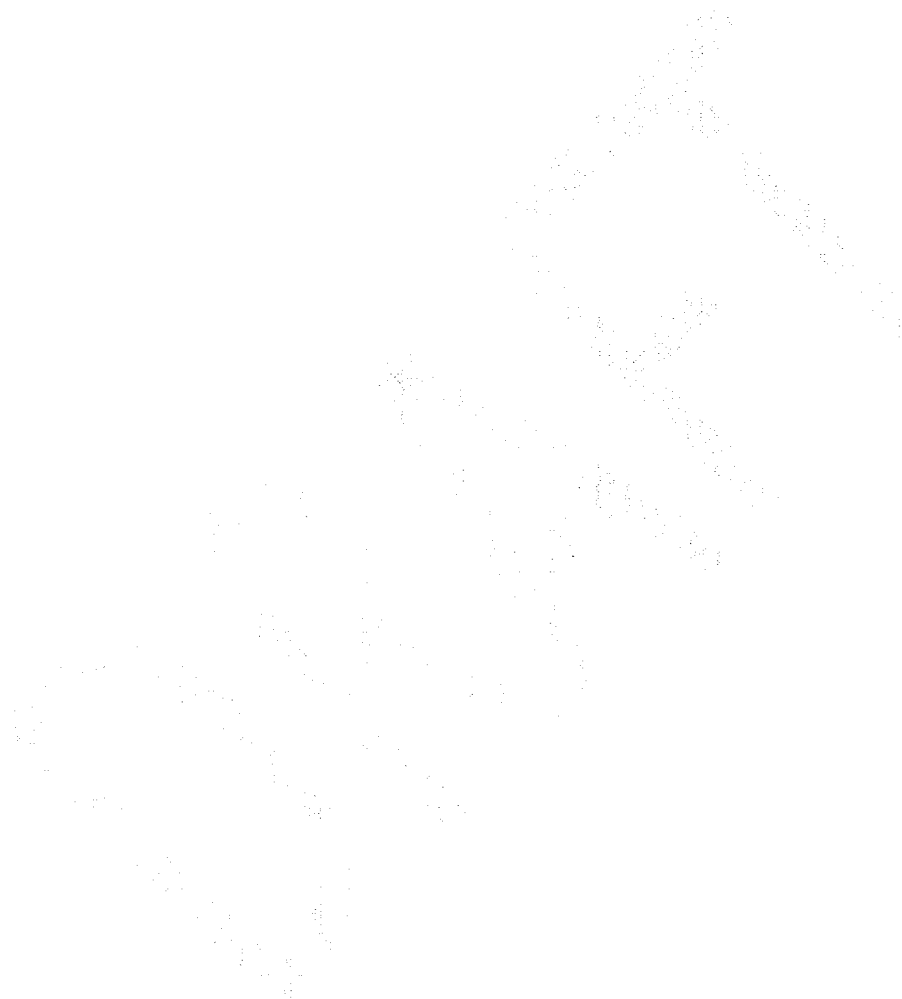
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Date

Exhibit A – NYS Standard Terms and Conditions

Exhibit B - Description of Leased Premises

Exhibit C - Renovation Specifications and Costs



## State University of New York

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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, licensor, 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. PROHIBITION AGAINST ASSIGNMENT**

Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. 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.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

**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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY 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 (2 NYCRR 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.

(a) 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit 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 State Finance Law §165 (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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** 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  
30 South Pearl St., 7th Floor  
Albany, NY 12245  
Tel: 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: [mwb certification@esd.ny.gov](mailto:mwb certification@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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. 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.

**26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

**27. 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.

#### **THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

LOCAL LAW  
A

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     |       |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    | ✓     |       |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

B.

LOCAL LAW NO. \_\_\_\_ - 2014

A LOCAL LAW PROVIDING FOR A LEASE OF SPACE FROM THE ONONDAGA GALLERIES, LLC, FOR THE ONONDAGA COUNTY CENTRAL LIBRARY RENOVATION PROJECT, AND REPEALING LOCAL LAW NO. 8-2013

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

Section 1. Onondaga County, through the Onondaga County Public Library (OCPL), seeks to renovate the Robert P. Kinchen Central Library, located in The Galleries of Syracuse, to consolidate public service areas, improve access and visibility, maximize public services, and increase overall operational efficiency. This project will enlarge the library's footprint within the street level of the Galleries, create a new entrance from Salina Street, and expand the second floor from the amount presently owned by the County. To accomplish this project, the County needs to acquire rights to space on the basement, first, and second floors. It is the intent of this Onondaga County Legislature to authorize the lease and execution of contracts for the lease of property located within The Galleries of Syracuse.

Section 2. The County is hereby authorized to lease from The Onondaga Galleries, LLC approximately 29,444 square feet of space located within the basement, first, and second floors of the unit known as the "Commercial Unit" within the condominium located within the 400 block of South Salina Street, Syracuse, New York.

The initial term of the lease shall be for a period of years needed to cover the period for which the County has authorized bonds outstanding for the library renovation project, but in any event, such initial period shall not exceed 25 years. The County may unilaterally extend the lease for three additional terms of five years each.

The County shall pay to The Onondaga Galleries, LLC rent at a rate of \$8.00 per square foot upon the County's taking possession of the leased property.

The County shall have an option to purchase the leased property from The Onondaga Galleries, LLC, for \$2,355,520, and such option may be exercised after November 1, 2017, but not later than December 31, 2019.

Section 3. Onondaga County completed SEQR for the Central Library Reconstruction Project, declaring in Resolution No. 493-2011 that such project was classified as an Unlisted Action and adopting a Negative Declaration. The prepared Short Environmental Assessment Form is on file with the Clerk of the Legislature.

Section 4. The County Executive is authorized to take steps necessary to implement this local law, including entering into contracts regarding the lease of property located within The Galleries of Syracuse as provided for in this local law, and for the erection, demolition, and construction of county facilities within leased space within such building.

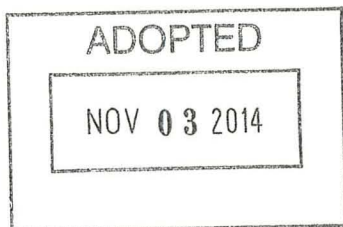
Section 5. Local Law No. 8-2013, which authorized lease of space within The Galleries, is hereby repealed in its entirety.



Section 6. This local law shall be subject to permissive referendum and shall take effect upon filing, pursuant to the provisions of the New York State Municipal Home Rule Law.

LL - OCPL - Galleries  
KMB  
kam

FILED WITH CLERK  
ONONDAGA CO. LEG.  
Sept. 26, 2014  
KmF



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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE  
OCT 24 PM 12:41

GALLERIES LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of \_\_\_\_\_, 2014, by and between The Onondaga Galleries Limited Liability Company, hereinafter called “The Galleries” or “Landlord”, a New York limited liability company with principal offices located at 400 Andrews Street, Suite 500, Rochester, New York 14604, and the County of Onondaga, hereinafter called “County” or “Tenant”, a municipal corporation with principal offices located at 421 Montgomery Street, Syracuse, New York 13202,

WITNESSETH:

WHEREAS, the County and The Galleries are the owners of The Galleries of Syracuse Condominium pursuant to an Amended and Restated Declaration of a Plan for Condominium Ownership dated January 9, 1989, and filed in the Onondaga County Clerk’s Office at Book 3504, page 300, as amended by First Amendment to Amendment and Restatement of the Declaration dated April 19, 1993; and

WHEREAS, the County seeks to renovate the Robert P. Kinchen Central Library, located in The Galleries of Syracuse, and the plans for such renovation require the lease of space from The Galleries within the Commercial Unit; and

WHEREAS, by Local Law \_\_\_\_ - 2014, the Onondaga County Legislature has authorized the lease of space by the County from The Galleries for use in the renovation project;

NOW, THEREFORE, for good consideration had, the parties hereby agree as follows:

1. PREMISES

For the purposes of this Lease Agreement, the term “Premises” shall mean a portion of the condominium unit known as the “Commercial Unit”, as defined in the Amended and Restated Plan for the Galleries of Syracuse, recorded in the Onondaga County Clerk’s Office at Book 3504, Page 300, as amended by First Amendment to Amendment and Restatement of the Declaration dated April 19, 1993 (the “Condominium Plan”). Such condominium unit is located in the 400 block of South Salina Street within the City of Syracuse, County of Onondaga, State of New York. The Premises are located on the basement, first and second floors of the Commercial Unit and total approximately 29,444 square feet. Exhibit A is a set of diagrams depicting the premises, and such exhibit is attached hereto and made a part hereof.

2. GRANT OF LEASE

Subject to the terms and conditions of this Lease Agreement, The Galleries hereby grants a lease of the Premises to the County, and the County agrees to lease the Premises from The Galleries.

3. TERM

This Lease Agreement shall commence upon execution by both parties and shall conclude after a period of twenty-three (23) years or on December 31, 2038, whichever is later. The County shall have the exclusive right to unilaterally extend this Lease Agreement for three additional terms of five years each, on at least twelve (12) months prior written notice to The Galleries.

4. DELIVERY AND OCCUPANCY

The County intends to occupy the premises, or portions thereof, as soon as the premises is available. In any event, The Galleries shall deliver possession of the premises to the County not later than six months after the execution of this Lease Agreement. Any obligation to pay rent for the premises, or portions thereof, shall not commence until the County takes occupancy of the premises.

5. CONSIDERATION

The County agrees to pay The Galleries the annual rent of \$235,552 (two hundred thirty-five thousand five hundred fifty-two dollars), where such annual rent is based on the County leasing 29,444 square feet from The Galleries and paying \$8.00 (eight dollars) per square foot. In any event, within the initial term of this Lease Agreement, the consideration to be paid shall not exceed \$5,417,696 (five million four hundred seventeen thousand six hundred ninety-six dollars), which amount represents the product of twenty-three years times the annual rent amount of \$235,552 (two hundred thirty-five thousand five hundred fifty-two dollars).

Such annual rent is to be paid by the County in monthly installments of \$19,629 (nineteen thousand six hundred twenty-nine dollars), with payment to be made on the last day of each month, prorated for partial-months, through and including the term of this Lease Agreement. In the event that a portion of the Premises is delivered to the County for occupancy, the County shall pay only for an amount equal to the portion of the Premises actually occupied in any such month.

The annual rent shall be fully inclusive of all services provided to the Premises by The Galleries under this Lease Agreement, including, but not limited to, the provision of water (chilled, potable, hot), HVAC, trash removal, sewer, extermination, insurance for building operations, mechanical systems (maintenance, repair, and/or replacement), and any other related administrative services. Said another way, The Galleries may not invoice the County for anything other than the monthly installment of the annual rent due and owing. Further, the County shall not pay any Common Area Charges or Common Area Expenses in connection with occupancy of the premises under this Lease Agreement.

6. UTILITIES

From and after the date the County takes occupancy of the Premises and during the term of the lease, the County agrees to provide for electric power to be supplied to the Premises, and such electric power supply shall be separately metered and to be in the name of the County. The County further agrees to make all payments to the appropriate vendors for such electric power supply. The County also will be responsible for payments for all telephone and internet service used by the Premises.

7. TAXES

The Galleries agrees to pay to the appropriate governmental imposing authority any and all taxes, assessments, charges, fines, penalties and fees assessed or otherwise imposed on the premises arising from this Lease Agreement. No part of such taxes, assessment, charges, fines, penalties, and fees may be passed on to or paid by the County in any manner.

The County shall keep the premises free from any lien or encumbrance filed or recorded in favor of any mechanic, materialman, architect or engineer with respect to work, material, or services provided or performed for the County, its agents, contractors, or subtenants. The County shall be responsible for the costs incurred by The Galleries, if any, in discharging or removing such lien or encumbrance. Failure to keep the premises free from such encumbrance may constitute cause for termination; provided, however, that the County be given a reasonable opportunity to cure.

8. PERMITTED USE

The premises may be used consistent with applicable law, ordinance, rule, or regulation affecting the premises during the term of this Lease Agreement for the renovation of the premises. Permitted uses shall include, but not be limited to, renovation, construction, and operation of the Onondaga County Central Library to the Premises, where such use includes creating a new entrance from Salina Street, installing an open stairway from the first to the second floor, and installing an elevator and related mechanical equipment.

9. SUBLEASE PERMITTED

The County is permitted to enter into contracts with third parties for the use or occupancy of the premises, in whole or in part, and with such contracts including subleases and licenses; provided that such use or occupancy is subject to, subordinate to and consistent with the terms established herein, including the termination provision and any amendments to this Lease Agreement.

10. MAINTENANCE, REPAIRS, IMPROVEMENTS, CONDITION OF PREMISES

Without waiving or amending any portion of the Condominium Plan or the by-laws, the County may, at its sole option, cost, and expense, make additions, replacements, changes, alterations, installations, repairs, or improvements to the Premises. The County will review plans and specifications with The Galleries for all areas of the Premises that are visible from The Galleries to address any aesthetic issues.

To the extent required, and at no cost or expense to The Galleries, The Galleries shall cooperate with the County in efforts to obtain such permits, licenses, governmental approvals, and authorizations necessary for any work to be performed on the Premises.

Fixtures installed on the Premises by the County, its agents, contractors or subtenants, shall become the property of The Galleries upon termination of this Lease Agreement.

The County is responsible for all damages to the Premises during the term of this Lease Agreement, normal wear and tear excepted; provided, however, that any repairs and damages caused by The Galleries, its employees, agents, contractors and others under control of The Galleries are to be excepted. In the event that The Galleries must make repairs or replacements to the Premises upon the termination of this Lease Agreement, the County agrees to reimburse The Galleries the true costs of such repairs or replacements to the extent that such repairs or replacements are necessary to restore the premises to a condition reasonably suitable for lease by subsequent tenants.

11. TENANT'S RIGHT TO QUIET ENJOYMENT

The County, subject to the terms and provisions of this Lease and on payment of the rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and enjoy the premises during the term hereof on and after the term commencement date without hindrance or ejection by any persons lawfully claiming under The Galleries; but it is understood and agreed that this covenant, and any and all other covenants of The Galleries contained in this Lease shall be binding upon The Galleries and its successors only with respect to breaches occurring during its and their respective ownership of The Galleries interest hereunder.

With respect to any services to be furnished by The Galleries to the County, The Galleries shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond The Galleries control. In no event shall The Galleries ever be liable to the County for any indirect or consequential damages by reason of The Galleries breach or default of the terms of this Lease.

12. ASSIGNMENT OF CONTRACT

The Galleries may not assign this Lease Agreement, in whole or in part, to any third party without the prior written consent of the County, which consent shall not be unreasonably conditioned, withheld or delayed.

13. PRECEDENCE OF THE CONDOMINIUM PLAN AND BYLAWS



The parties acknowledge that the Condominium Plan and by-laws govern and take precedence in the event of an unintended conflict between such documents and this Agreement. Where not specifically defined within this Agreement, the terms shall have the definitions and meanings as established therein.

14. NO JOINT VENTURE OR PARTNERSHIP FORMED

The parties hereby acknowledge that they are at all times separate legal identities and do not intend to form a joint venture or partnership under this Agreement.

15. HOLD HARMLESS / DEFENSE AND INDEMNIFICATION

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, The Galleries, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to the County, if self-employed, the County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County.

The County further covenants and agrees that it is self-insured.

16. APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

17. CLAUSES REQUIRED BY LAW

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

18. ENTIRE AGREEMENT; CONTRACT MODIFICATIONS

This Lease Agreement represents the entire and integrated agreement between Galleries and the County regarding the lease of the premises, as defined herein, and supersedes all prior negotiations, representations or agreements either written or oral. The submission of drafts of and comments to this Lease Agreement, the negotiation of this Lease Agreement, and the exchange of correspondence concerning the negotiation and execution of this Lease Agreement shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either party.

Except as otherwise provided, this Lease Agreement may be amended only by written instrument signed by both parties.

19. SEVERABILITY

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

This Lease Agreement is intended to stand apart from any other agreements executed or negotiations conducted by the parties regarding the condominium parcel or any units contained therein.

20. CAPTIONS

Captions used throughout this Agreement are for the convenience of the parties in navigating the clauses contained herein and do not create any additional meaning, promises, or conditions.

21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, without regard to principles of conflicts of law. Any claims arising from this Agreement or any other claims between the parties shall be brought in a court of competent jurisdiction within New York State.

22. NOTICES

Any notices required to be made in writing under this Agreement are to be delivered to:

TENANT:

ONONDAGA COUNTY

Joanne M. Mahoney  
County Executive  
421 Montgomery Street  
Syracuse, New York 13202  
(315) 435-3516

LANDLORD:

THE GALLERIES

David M. Flaum, Member  
400 Andrews Street  
Suite 500  
Rochester, New York 14604  
(585) 546-4866

With a copy delivered to counsel:

Gordon J. Cuffy  
County Attorney  
421 Montgomery Street  
Syracuse, New York 13202  
(315) 435-2170

James H. Messenger, Jr., Esq.  
441 South Salina Street  
Suite 211  
Syracuse, New York 13202  
(315) 471-3030

23. SURVIVAL OF THE COUNTY'S OBLIGATIONS

Any sums due The Galleries from the County that by the terms herein would be payable, or are incapable of calculation, until after the expiration or earlier termination of this Lease shall survive and remain a continuing obligation until paid. Any obligations of the County under this Lease that are not performed, or are incapable of being performed, until after the expiration or earlier termination of this Lease shall survive and remain a continuing obligation until performed.

24. OPTION TO PURCHASE

At any time after November 1, 2017, but in any event not later than December 31, 2019, the County shall have the exclusive option to purchase the Premises from The Galleries, and the County shall exercise such option upon giving not less than ninety (90) days notice in writing to The Galleries. The option purchase price for the Premises shall be \$2,355,520 (two million three hundred fifty-five thousand five hundred twenty dollars), plus any and all unpaid annual rent for the calendar year in which the Closing occurs. The Parties agreement to Lessee's Option to Purchase shall be subject to compliance with New York State law. This Lease Agreement shall terminate upon the Closing, and the County shall not be

obligated to pay any additional annual rent that would otherwise have been due upon the commencement of the calendar year immediately following the calendar year in which the Closing occurs.

25. OPTION OF FIRST OPPORTUNITY

At any time during the term of this Lease Agreement, the County shall have the right of first opportunity to purchase the Premises from The Galleries.

*[Signatures follow on the next page]*

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

TENANT:

LANDLORD:

ONONDAGA COUNTY

THE GALLERIES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*David M. Flaum*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title: Member*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Lease to County - 2014

Galleries Lease - Exhibit A: Leased Premises Diagrams



LOCAL LAW  
B

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     |       |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    | ✓     |       |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |

C.

LOCAL LAW NO. \_\_\_\_ - 2014

A LOCAL LAW AUTHORIZING LEASE OF COUNTY PROPERTY TO SYRACUSE SMSA  
LIMITED PARTNERSHIP FOR A DISTRIBUTED ANTENNAE SYSTEM AS PART OF THE  
LAKEVIEW AMPHITHEATER PROJECT

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

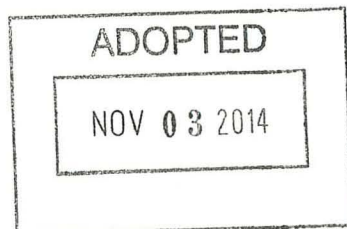
Section 1. Findings/Purpose: Onondaga County is the owner of property located on the western shore of Onondaga Lake and is constructing an amphitheater facility on such property to be known as the "Lakeview Amphitheater". Such amphitheater facility will be routinely used by individuals utilizing various wireless communication devices, where such individuals include patrons, County employees, and emergency responders. Syracuse SMSA Limited Partnership, d.b.a. Verizon Wireless, intends to install certain equipment within the County's amphitheater facility that would increase connectivity to cellular and data networks. The portions of the County's property to be leased are not needed for County purposes.

Section 2. This Legislature does hereby authorize the execution of a lease, giving Verizon Wireless the ability to enter upon the County's property for the installation, maintenance, and operation of a Neutral Host Distributed Antennae System at the amphitheater facility for an initial period of ten years, with an option of renewing such lease for three periods of five years each. Verizon Wireless may contract with other carriers for the use of its equipment installed at the amphitheater facility. The County shall receive payment from Verizon Wireless for costs associated with the provision of electricity power.

Section 3. This local law shall take effect immediately upon filing in the Office of the Secretary of State pursuant to the Municipal Home Rule Law, subject to permissive referendum.

LL - Amphitheater - DAS.docx  
KMB  
clm  
kam

FILED WITH CLERK  
ONON. CO. LEG.  
Oct. 17, 2014  
KMB



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

31<sup>st</sup> DAY OF November, 2014.

*Deborah A. Mature*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

LOCAL LAW  
C

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     |       |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    |       | ✓     |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 16    | 1     |        |  |



D.

LOCAL LAW NO. \_\_\_\_-2014

A LOCAL LAW AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE  
DEPARTMENT OF TRANSPORTATION FOR THE USE OF THE POMPEY RADIO TOWER SITE

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

Section 1. The County of Onondaga is the owner of property located in the Town of Pompey at 7235 Sevier Road, including a radio tower.

Section 2. The New York State Department of Transportation (DOT) has requested permission to use said tower for the enhanced transmission of radio signals between DOT regional offices and its rolling fleet.

Section 3. State DOT has offered to enter into an agreement, for a consideration of \$3,000 (three thousand dollars) per year, with annual increases of 3 percent, for the purpose of placing radio equipment on the tower and occupying space within a shelter located at the site.

Section 4. The said Agreement will provide a five (5) year term with renewals, and that it may be revoked by Onondaga County upon nine (9) months' notice.

Section 5. An analysis of the potential environmental impacts, if any, of this proposed agreement has been done under the State Environmental Quality Review Act (SEQRA).

Section 6. The County Legislature is hereby authorized, directed and designated to act as the lead agency.

Section 7. As lead agency, the County Legislature hereby determines that the proposed action is a Type II Action under SEQRA and an Environmental Assessment Form has been prepared.

Section 8. The Environmental Assessment Form prepared by and filed with this Legislature is satisfactory with respect to scope, content, and adequacy in compliance with SEQRA and is hereby accepted by the County.

Section 9. The Onondaga County Legislature does hereby make and adopt a Negative Declaration for the project, and has determined that the proposed action will not have a significant effect on the environment.

Section 10. 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 documents and filing of same and any other actions to implement the intent of this Local Law.

Section 11. The County Executive is hereby authorized to enter into an agreement with the New York State Department of Transportation, for a consideration of \$3,000 (three thousand dollars) per year, with annual increases of three (3) percent for the use of the Pompey Tower Site located at 7235 Sevier Road.



Section 12. This Local Law shall take effect upon filing in accordance with the provisions of the Home Municipal Rule Law, and is subject to permissive referendum.

NYS DOT LL-Pompey Radio Tower Site  
clm  
kam

FILED WITH CLERK

ONON. CO. LEG.

Oct 13, 2014  
icm.F

14 OCT 24 AM 8:47

RECEIVED  
ONONDAGA COUNTY  
LEGISLATURE

ADOPTED

NOV 03 2014

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

3<sup>rd</sup> DAY OF November, 2014.

*Deborah A. Maturo*

CLERK, COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

LOCAL LAW  
D

NOVEMBER 3, 2014  
SESSION

| LEGISLATOR       | AYES: | NOES: | ABSENT |  |
|------------------|-------|-------|--------|--|
| 11. KILMARTIN    | ✓     |       |        |  |
| 17. ERVIN        | ✓     |       |        |  |
| 12. KNAPP        | ✓     |       |        |  |
| 13. SHEPARD      | ✓     |       |        |  |
| 14. JORDAN       | ✓     |       |        |  |
| 16. WILLIAMS     | ✓     |       |        |  |
| 1. MAY           | ✓     |       |        |  |
| 2. DOUGHERTY     | ✓     |       |        |  |
| 3. CORL          | ✓     |       |        |  |
| 4. TASSONE       | ✓     |       |        |  |
| 5. RAPP          | ✓     |       |        |  |
| 6. PLOCHOCKI     | ✓     |       |        |  |
| 7. LIEDKA        | ✓     |       |        |  |
| 8. RYAN          | ✓     |       |        |  |
| 9. CHASE         | ✓     |       |        |  |
| 10. HOLMQUIST    | ✓     |       |        |  |
| 15. MR. CHAIRMAN | ✓     |       |        |  |
| <b>TOTAL</b>     | 17    | 0     |        |  |