



Onondaga County Legislature

JULIE ABBOTT

County Legislator – 6th District
111 East Lake Street, Skaneateles, New York 13152
Leg (315) 435-2070
julieabbott@ongov.net

REVISED ENVIRONMENTAL PROTECTION COMMITTEE AGENDA

Livestream Available: <https://www.facebook.com/OnondagaCountyLegislature>

1:30 p.m.
November 14, 2024

401 Montgomery St., Room 407 Court House
Syracuse, New York 13202

- A. Approval of the minutes of the previous meeting.
- B. Presentation of Resolutions and Local Laws:
 - 1. **ONONDAGA COUNTY RESOURCE RECOVERY AGENCY (OCCRA):**
 - a. Confirming Appointment to the Onondaga County Resource Recovery Agency (Bonnye Sekarore)
 - 2. **WATER ENVIRONMENT PROTECTION:**
 - a. Authorizing the Execution of an Order on Consent Relative to the Settlement of an Enforcement Action Brought by the New York State Department of Environmental Conservation
 - b. Authorizing the Execution of a United States Environmental Protection Agency Consent for Access to Certain County-Owned Lands Along Ley Creek in Connection with the Upper Ley Creek Remedial Action
 - c. INFORMATIONAL: Update on WEP
- C. Adjournment

December 3, 2024

Motion Made By Ms. Abbott

RESOLUTION NO. _____

CONFIRMING APPOINTMENT TO THE ONONDAGA COUNTY RESOURCE RECOVERY
AGENCY

WHEREAS, the County Executive, J. Ryan McMahon, II, has duly appointed and designated pursuant to Title 13B, as amended, of the New York State Public Authorities Law §2405-c, subject to confirmation by the Onondaga County Legislature, the following individual as a member of the Onondaga County Resource Recovery Agency:

APPOINTMENT:

Bonnke Sekarore
310 Malverne Drive
Syracuse, New York 13208

TERM EXPIRES:

December 31, 2027

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

RESOLVED, that the Onondaga County Legislature does hereby confirm the appointment of the above individual as a member of the Onondaga County Resource Recovery Agency for the term specified above.



1a.

County of Onondaga
Office of the County Executive

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

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

J. Ryan McMahon, II
County Executive

Ann Rooney
Deputy County Executive, Human Services

Brian J. Donnelly
Deputy County Executive

Mary Beth Primo
Deputy County Executive, Physical Services

October 18, 2024

TO THE HONORABLE MEMBERS OF THE ONONDAGA COUNTY LEGISLATURE:

Pursuant to Title 13B, as amended, of the New York State Public Authorities Law, I have appointed, subject to confirmation of the County Legislature, the following individual to serve as a member of the Onondaga County Resource Recovery Agency:

APPOINTMENT:

Bonnke Sekarore
310 Malverne Drive
Syracuse, NY 13208

TERM EXPIRES:

December 31, 2027

Mr. Sekarore will replace Mr. Luis Torres.

Your confirmation of this appointment would be greatly appreciated.

Sincerely,

J. Ryan McMahon, II
County Executive

cc: Julie Abbott, Chair, Environmental Protection Committee
Ben Yaus, Law Department
Jamie McNamara, County Legislature

Bonnke R. Sekarore

bonnkesekarore@gmail.com • 315-450-9486 • Syracuse, NY

EDUCATION

Rensselaer Polytechnic Institute (RPI) Troy, NY. May 2020
B.S. Industrial and Management Engineering
Division III Varsity Soccer Player, 2016-2020

Focus Greater Syracuse, Citizens Academy Fall 2024

EMPLOYMENT

Wegmans Food Markets, Rochester, NY December 2021 - Present
Equipment Maintenance Specialist (hybrid)

- Manage and make critical decisions regarding company's data and assets for 15+ store locations.
- Evaluate, select, and manage external contractors across multiple trades, (electrical, refrigeration, HVAC, and plumbing), ensuring high-quality service delivery and adherence to project specifications.
- Establish clear performance metrics and use data to objectively assess provider service quality.
- Monitor, manage, and analyze asset performance and costs through all phases of the asset lifecycle, from acquisition to disposal using data management software such as EAM and Service Channel.

Supply Chain Systems Coordinator (in-person) June 2020 – December 2021

- Coordinated services between contractors and 15+ stores.
- Managed daily inventory logistics and inspected inbound/outbound shipments.
- Optimized warehouse layout to maximize storage efficiency.

Wegmans Food Markets, Syracuse, NY May 2017 - August 2019
Store Operations Management Intern

- Worked as an assistant to the Front-End Manager
- Worked as assistant to the Produce Manager
- Job responsibilities included inventory and people management

COMMUNITY SERVICE

Destiny African Nation Church/Assemblies of God, Syracuse NY, June 2023-present

- *Project Lead*- acquisition of the chapel of former Maria Regina College
- *Deacon*- Assist with governance, managing budgets, and coordinating events
- *Youth Mentor*-Educate and mentor 30 youth weekly on faith and life principles

Refugee and American Brotherhood, Inc., Syracuse NY, July 2024- present

- *Project Manager*: Led the development of a 501(c)(3) organization focused on mentoring and supporting New Americans acquiring driver's licenses, job skills, lawful permanent residence (LPR), citizenship, and engaging in sports activities.

LANGUAGE SKILLS

English-Fluent • Kinyamulenge- Native/Bilingual • Swahili- Fluent • French-Intermediate

December 3, 2024

Motion Made By Ms. Abbott

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF AN ORDER ON CONSENT RELATIVE TO THE
SETTLEMENT OF AN ENFORCEMENT ACTION BROUGHT BY THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

WHEREAS, the New York State Department of Environmental Conservation (DEC) has informed Onondaga County that it would be initiating an enforcement action against the County for violating its State Pollution Discharge Elimination System (SPDES) permit in connection with unpermitted discharges of raw sewage to Onondaga Creek and Onondaga Lake resulting from ruptures of the Ley Creek Force Main in the vicinity of the CSX Corporation rail tracks and bridge occurring between June 6 and July 27, 2024; and

WHEREAS, the County and DEC seek to enter into an Order on Consent (Case No.: R7-20240717-57) to settle this matter, a copy of which Order on Consent is on file with the Clerk of this Legislature; and

WHEREAS, the Order on Consent provides for the County to pay the DEC the sum of \$10,000.00 as a payable penalty, with a \$46,990.00 penalty suspended provided the County fully complies with the requirements of said Order, and the Central New York Regional Planning and Development Board (CNYRPDB) \$40,000.00 to help fund an Environmental Benefit Project (EBP) consisting of Onondaga Watershed Investigation and Remediation Projects, specifically the Tully Valley Mud Boil Remediation Project; and

WHEREAS, it is in the best interests of the County to enter into said Order on Consent; now, therefore be it

RESOLVED, that the County Attorney is authorized to settle said action for the sum of \$96,990.00, of which \$46,990.00 is suspended, and that the Comptroller be and hereby is authorized to draw his warrant, charging it against the proper funds; and, be it further

RESOLVED, that the Onondaga County Executive execute said Order on Consent on file with the Clerk of this Legislature resolving this matter, and to execute such further documents as may be reasonably necessary to implement the terms of the Order on Consent and to carry out the intent of this resolution.

New York State Department of Environmental Conservation

-----X

In the Matter of Violations of Article 17 of the Environmental Conservation Law and Part 750, et seq., of Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York and SPDES Permit No. NY0027081

CONSENT ORDER

By:

Case No. R7-20240717-57

ONONDAGA COUNTY

Onondaga County, New York,

Respondent.

-----X

WHEREAS:

Jurisdiction

1. The New York State Department of Environmental Conservation (the "Department") is an Executive Agency of the State of New York (the "State") with jurisdiction over the environmental policy and programs of the State pursuant to the provisions of the New York State Environmental Conservation Law ("ECL") and Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("6 NYCRR" or the "Regulations");
2. The Department's jurisdiction includes, *inter alia*, the regulation of waters of the state pursuant to the provisions of ECL Article 17, the regulations promulgated thereunder at 6 NYCRR Parts 750, *et seq.*, and the implementation of the State Pollutant Discharge Elimination System ("SPDES" permit program);
3. This Order on Consent (the "Order") is issued in accordance with the Department's enforcement authority pursuant to ECL Articles 3 and 71;

Parties

4. ONONDAGA COUNTY (hereinafter "Respondent" or "County") is a municipal corporation organized and existing under the laws of the State of New York with municipal offices located in the City of Syracuse, Onondaga County, New York.

Facts

5. The County owns the Metropolitan Syracuse Wastewater Treatment Plant (Facility) located at 650 Hiawatha Boulevard West, Syracuse, Onondaga County, New York.
6. The County applied for a SPDES Discharge permit for the Facility.
7. The Department issued the current SPDES Discharge Permit NY-0027081, effective date July 1, 2017, expiration date June 30, 2022 (Permit). The Permit was modified on May 24, 2022. The Permit, and its predecessors, allows for discharges into waters known as Onondaga Creek, Lower Harbor Brook, and Onondaga Lake, a Class C water.
8. One of the forcemains that transports raw sewage from the Facility collection system to the Facility for treatment is known as the Ley Creek Force Main, a 42-inch pipe located for part of its length adjacent to CSX Corporation rail tracks located along the south banks of Onondaga Lake. Historically, this forcemain has conveyed sewage under pressure, transported corrosive chemicals and been subjected to hydrogen sulfide pressures. These factors, coupled with the age and location of the forcemain, have caused likely and predictable forcemain ruptures on several occasions.
9. The Ley Creek Force Main ruptured on June 6, 2024 with visible discharge to the Lake observed on June 6, 2024 and July 16, 2024. Aside from the two visible discharge incidents, the County estimated the forcemain continued to have some minimal discharge from the start of the break on June 6, 2024 until the final repair was completed on July 27, 2024.
10. Each time the forcemain ruptured, raw sewage did not reach the Facility for proper treatment as required by law and the Permit. Instead, raw sewage discharged straight into receiving waters as follows:
 - a. June 6, 2024: Raw sewage discharged into Onondaga Lake over a period of five hours. The estimated volume of discharge into the Lake was 30,000 gallons.
 - b. July 16, 2024: Raw sewage discharged into Onondaga Lake over a period of three hours. The estimated volume of discharge into the Lake was 27,000 gallons.
 - c. The additional estimated volume of 12,000 gallons was estimated by the County to have likely discharged to the Lake as a result of the ongoing subsurface leak until the final repair on the forcemain was completed on July 27, 2024.
 - d. Under an Emergency Authorization, and as part of the forcemain pipe repair, the County discharged 36,850,000 gallons estimated to Bear Trap Creek which discharges to downstream Ley Creek and the Lake. The County applied disinfection and screening measures on the discharge in accordance with the Emergency Authorization.

Provisions of Law

11. ECL 17-0511 provides that the use of existing or new outlets which discharge sewage is prohibited unless done in compliance with all standards, criteria, limitations, rules and regulations promulgated or applied by the Department.
12. ECL 17-0501 states that it is unlawful, directly or indirectly, to throw, drain, run, or otherwise discharge into the waters of the State organic or inorganic matter that shall cause or contribute to a condition in contravention of the standards adopted by the Department pursuant to ECL 17-0301.
13. ECL 17-0803 states that it is unlawful to discharge pollutants or other wastes from a point source to waters of the State without a State Pollutant Discharge Elimination System ("SPDES") permit or to discharge in a manner other than as prescribed by such permit.
14. Title 6 NYCRR 750-2 sets forth regulations for operating a facility with a SPDES Permit.
15. 6 NYCRR 750-2.8(a)(2)(l) states that the permittee shall, at all times, properly operate and maintain all disposal facilities, which are installed or used by the permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance, as a minimum, includes a preventive/corrective maintenance program for all critical facilities and systems of treatment and control (or related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of the permit.
16. Pursuant to ECL § 71-1929, any person who violates any provision of, or who fails to perform any duty imposed by Titles 1 through 11 inclusive and title 19 of article 17, or the rules, regulations, orders or determinations of the Commissioner promulgated thereto or the terms of any permit issued thereunder shall be liable to a penalty not to exceed thirty-seven thousand five hundred dollars (\$37,500) per day for each violation as well as injunctive relief;

Violations

17. The unpermitted discharges described in paragraphs 9 and 10 of this Order violate ECL 17-0501, 17-0511 and 17-0803 and 6 NYCRR 750-2;
18. Respondent admits to the violations stated herein, affirmatively waive their right to a hearing as provided by law, and consent to the issuing and entry of this Order pursuant to the provisions of Articles 17 and 71 of the ECL and agree to be bound by the provisions, terms, and conditions contained in this Order and attachments thereto.

NOW, having considered this matter, **IT IS ORDERED THAT:**

- I. **Compliance.** Respondent is bound by, and agrees to follow and comply with, the terms, provisions and requirements set forth in this Order, including Appendix A, which is incorporated and made enforceable herein.
- II. **Civil Penalty.** With respect to the violations identified in this Order, the Department hereby assesses against the Respondent a civil penalty in the amount of Fifty-Six Thousand Nine Hundred and Ninety dollars (\$56,990.00), to be deposited in the General Fund and to be paid as follows:

A. Payable Penalty: Ten Thousand dollars (\$10,000.00) shall be paid when Respondent signs this Order and returns it to the Department, by electronic payment at <http://www.dec.ny.gov/about/61016.html#On-Line> or by check made payable to the order of the "New York State Department of Environmental Conservation," with the enclosed invoice and the Case Number of this Order on Consent written in the memo section of the check, which shall be sent to the Department of Environmental Conservation, Division of Management and Budget Services, 625 Broadway, 10th Floor, Albany, NY 12233-4900.

This Order on Consent, along with any applicable submissions shall be sent to the Department of Environmental Conservation, Office of General Counsel, 5786 Widewaters Parkway, Syracuse, New York 13214, attention: Margaret A. Sheen, Esq.

- B. Suspended Penalty: The remaining penalty amount, Forty-Six Thousand Nine Hundred and Ninety dollars (\$46,990.00), shall be suspended, and shall not be payable provided that Respondent fully complies with the requirements of this Order, including all incorporated Appendices and Attachments. If, in the Department's sole discretion, Respondent violates any term of this Order, including the Schedule of Compliance, the whole amount of the suspended penalty, or any portion thereof, shall be due from Respondent within 30 days of receiving written notice from the Department that penalties are due.
- C. Stipulated Penalty: If Respondents fail to meet any of the milestone dates set forth in Appendix A [Schedule of Compliance], the Department shall have judgment against Respondents, and Respondents consent to entry of judgment in a Court of competent jurisdiction for a stipulated penalty in the amounts set forth below, for each day of violation:

<u>PERIOD OF NON-COMPLIANCE</u>	<u>PENALTY PER-DAY</u>
1st day through 30th day	\$500
31st 60th day	\$1000

Each day beyond the 60th day \$1,500

- III. **Environmental Benefit Project.** In addition to the civil penalty described above, Respondent shall fund an Environmental Benefit Project (EBP) in an amount of Forty Thousand dollars (\$40,000.00). The EBP funds shall be paid to Central New York Regional Planning and Development Board (CNYRPB) for funding the Onondaga Watershed Investigation and Remediation Projects, specifically the Tully Valley Mud Boil Remediation Project (the "Project"). The EBP Funds shall be paid within 60 days of written notice from the Department that such funds should be paid. The project shall be completed in accordance with the Department's *Environmental Benefit Projects Policy CP-37* ("CP-37") policy. The Respondent's only obligation to the EBP is to fund the EBP in the amount specified and as directed by DEC.
- A. DEC and CNYRPB have previously entered into a separate cooperative agreement (MOU) to fund Onondaga Watershed Investigation and Remediation Projects, including Tully Valley Mud Boil Remediation. The EBP payment shall be kept in this separate account and shall be used exclusively to fund these projects. The MOU further provides that: (1) the specific EBP funding for these Projects shall be used for the Onondaga Watershed Investigation and Remediation Project; (2) the Project shall adhere to the requirements of CP-37 as well as the EBP provisions of this Order; (3) DEC shall have final approval over the Project; (4) CNYRPB shall make disbursements from the account to such recipients at such times and in such amounts as directed by the DEC to fund the Project; (5) the moneys from this specific EBP shall be used within twelve months of the date of payment by the Respondent, unless the Department, in its sole discretion, decides to extend this time limit; (6) the funds may be used as matching funds from any federally funded grant program; and (7) DEC shall have the right to direct CNYRPB to pay any uncommitted funds remaining in the account after Project Completion deadline either: (a) to an alternative non-profit organization selected by the Department to receive and administer that money pursuant to an agreement with the Department, consistent with this Section, or (b) as a civil penalty to be made payable to the Department. The Department shall provide the Respondent with 30 days written notice before directing the transfer of any funds for payment as a civil penalty pursuant to this paragraph.
- B. Nothing in this Section shall invest CNYRPB with any legal right to the receipt of the EBP funds paid by the Respondent pursuant to this Section.

- C. The Department shall make best efforts to work with and encourage CNYRPB, or any alternatively designated non-profit organization, to expend all the funds paid by the Respondent pursuant to this Section. The Department shall only direct the payment of unspent or uncommitted funds to itself pursuant to Paragraph B above if the Department, after consultation with the Respondent, is unable to designate an alternate non-profit organization to receive and administer such funds pursuant to a cooperative agreement with the Department, consistent with this Section. Should the Respondent request that the term of the cooperative agreement entered to hold and distribute EBP funds pursuant to this Section be extended beyond six years, the Department shall not unreasonably deny such request.
- IV. **Default of Payment.** The penalty assessed in this Order constitutes a debt owed to the State of New York. Failure to pay the assessed penalty, or any part thereof, in accordance with the schedule contained in the Order, may result in referral to the New York State Attorney General for collection of the entire amount owed (including the assessment of interest, and a charge to cover the cost of collecting the debt), or referral to the New York State Department of Taxation and Finance, which may offset any tax refund or other monies that may be owed to you by the State of New York by the penalty amount. Any suspended and/or stipulated penalty provided for in this Order will constitute a debt owed to the State of New York when and if such penalty becomes due.
- V. **Scope of Settlement.** This Order shall be in full settlement of all claims for civil and administrative penalties that have been or could be asserted by the Department against Respondent, their trustees, officers, employees, successors and assigns for the above-referenced violations. This Order shall not be construed as being in settlement of events regarding which the Department lacks knowledge, or which occur after the effective date of this Order.
- VI. **Reservation of Rights.** This Order on Consent does not bar, diminish, adjudicate or in any way affect the Department's rights or authorities, except as set forth in the Order on Consent, including but not limited to, exercising summary abatement powers, recovery of any Natural Resource Damages, the collection of regulatory fees, and requiring the Respondent to undertake any additional measures required for the protection of human health or the environment.
- VII. **Access.** To monitor or determine compliance with this order, employees and agents of the Respondent shall provide access to any facility, site, or records owned, operated, controlled, or maintained by the Respondent, in order to

inspect and/or perform such tests as the Department may deem appropriate, to copy such records, or to perform any other lawful duty or responsibility.

- VIII. **Force Majeure.** If Respondent cannot comply with a deadline or requirement of this Order on Consent, because of natural disaster, war, terrorist attack, strike, riot, judicial injunction, or other, similar unforeseeable event which was not caused by the negligence or willful misconduct of Respondent and which could not have been avoided by the Respondent through the exercise of due care, Respondent shall apply in writing to the Department within a reasonable time after obtaining knowledge of such fact and request an extension or modification of the deadline or requirement. Respondent shall include in such application the measures taken by Respondent to prevent and/or minimize any delays. Failure to give such notice constitutes a waiver of any claim that a delay is not subject to penalties. Respondent shall have the burden of proving that an event is a defense to a claim of non-compliance with this Order on Consent pursuant to this subparagraph.
- IX. **Default.** Respondent's failure to comply fully and in timely fashion with any provision, term, or condition of this Order shall constitute a default and a failure to perform an obligation under this Order and under the ECL and shall constitute sufficient grounds for revocation of any permit, license, certification, or approval issued to the Respondent by the Department.
- X. **Communication.** Except as otherwise specified in this Order, any reports, submissions, and notices herein required shall be made to:
- Ms. Valarie D. Ellis, PE
Professional Engineer I (Environmental), Division of Water, Region 7
New York State Department of Environmental Conservation
5786 Widewaters Parkway, Syracuse, NY 13214-1867
P: (315) 426-7509 | Valarie.Ellis@dec.ny.gov
- XI. **Modification.** No change or modification to this Order will become effective except as specifically set forth in writing and approved by the Commissioner or a duly authorized representative. All modification requests shall be submitted in writing to the Commissioner, or his/her designee. All modification requests shall include the case number, the named Respondent, and an explanation for the request. Any requests to modify a milestone date must be submitted to the Department prior to the milestone date and include a justification for the requested extended timeframe.
- XII. **Indemnification.** Respondent will indemnify and hold the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages, and costs of every name and description arising out of

or resulting from the acts and/or omissions of Respondent, its trustees, officers, employees, servants, agents, successors, or assigns, resulting from the compliance or attempted compliance with the provisions of this Order.

- XIII. **Binding Effect.** The provisions, terms, and conditions of this Order shall be deemed to bind Respondent, its heirs, its employees, servants, agents, successors and assigns, and all persons, firms, and corporations acting subordinate thereto.
- XIV. **Entirety of Order.** The provisions of this Order constitute the complete and entire Order issued to the Respondent, concerning resolution of the violations identified in this Order. Terms, conditions, understandings or agreements purporting to modify or vary any term hereof shall not be binding unless made in writing and subscribed by the party to be bound, pursuant to the Modification paragraph of this Order. No oral or written advice, guidance, suggestion or comment by the Department regarding any report, proposal, plan, specification, schedule, comment or statement made or submitted by the Respondent shall be construed as relieving the Respondent of his/her obligations to obtain such formal approvals as may be required by this Order.
- XV. **Obligations.** This Order is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Unless otherwise allowed by statute or regulation, Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. Respondent's compliance with this Order on Consent shall be no defense to any action commenced pursuant to any laws, regulations, or permits, except as set forth herein.
- XVI. **Effective Date and Period of Order.** The effective date of this Order shall be the date upon which it is signed on behalf of the Department. This Order shall terminate when all requirements imposed by this Order on Consent are completed to the Department's satisfaction.

Dated: ___/___/_____

New York

_____,
 Sean Mahar
 Interim Commissioner
 New York State Department of
 Environmental Conservation

By: _____

Dereth B. Glance
Regional Director

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance of the foregoing order, waives its right to a hearing herein, and agrees to be bound by the terms, provisions, and conditions contained herein.

COUNTY OF ONONDAGA

By [Signature]: _____

Name [Print]: _____

Title: _____

Date: _____

Acknowledgment

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On this _____ day of _____ 20____, before me personally came to me known, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as the _____ of the County of Onondaga, and that by his/her signature on the instrument the municipal corporation, upon behalf of which the individual acted, executed the instrument.

 Notary Public

Appendix A
COMPLIANCE SCHEDULE
ONONDAGA COUNTY
CASE NO. R7-20240717-57

MILESTONE	COMPLETION DATE
1) Within 30 days of the forcemain repair, the County shall submit a Final Bypass Pumping Report quantifying the total volume of SSO discharged to Onondaga Lake and Beartrap Creek along with compiled analytical results from the water quality sampling plan included as a condition to the Emergency Authorization issued by the DEC on June 14, 2024.	Respondent completed with submission on August 30, 2024
2) Within 30 days of the forcemain repair, the County shall submit a revised Emergency Response Plan with an addendum to include additional, interim measures to address any future repairs to large diameter forcemains.	Respondent completed with submission on August 30, 2024
3) The County shall provide an Implementation Schedule for the planned capital infrastructure project(s) for relocation and replacement of the Ley Creek and Liverpool forcemains. The Implementation Schedule shall include milestones for the submission of design plans and specifications, bidding, construction, and project completion for the DEC's review and approval. The Implementation Schedule shall also include a date for the submission of "as-built" drawings of the Ley Creek and Liverpool forcemains once constructed.	Within 90 calendar days from the execution of this Order
4) Execute and complete all items and milestones of the approved Implementation Schedule in strict adherence with all provisions contained therein. Submit to the Department sufficient documentation to indicate that all compliance items have been adequately and timely addressed. When all items have been completed, provide the Department with the signed and completed Certification of Completion (Appendix B of this Order).	In accordance with approved completion date in the Implementation Schedule

Appendix B

Valarie D. Ellis, PE
Division of Water, Region 7
New York State Department of Environmental Conservation
5786 Widewaters Parkway, Syracuse, NY 13214-1867
P: (315) 426-7509 | Valarie.Ellis@dec.ny.gov

RE: Order on Consent, Case No. R7-20240717-57

CERTIFICATION OF COMPLETION

To whom it may concern,

In accordance with Paragraphs I, II and III and Appendix A of the above referenced Order on Consent I _____, with business offices at

_____, acting in my official capacity at Onondaga County Water Environment Protection, being duly sworn do hereby certify that all requirement of the above referenced Order, including all items listed in Compliance Schedule, Appendix A of the Order, have been completed and fully implemented. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of a penalty or fine.

By [Signature]: _____

Name [Print]: _____

Date: _____

On this ____ day of _____ 20__, before me personally came to me known, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity as the _____ of the County of Onondaga, and that by his/her signature on the instrument the municipal corporation, upon behalf of which the individual acted, executed the instrument.

Notary public



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

Shannon L. Harty, P.E.
Commissioner
Onondaga County - Department of Water Environment Protection
650 Hiawatha Blvd W
Syracuse, NY 13204-1123

Re: Consent for Access to Property to Perform Remediation of Contaminated Soils in the Ley Creek Deferred Media Portion of the General Motors-Inland Fisher Guide Subsite, Onondaga Lake Superfund Site, Onondaga County, New York

Dear Ms. Harty:

The U.S. Environmental Protection Agency ("EPA") is charged with responding to the release or threatened release of hazardous substances, pollutants, and contaminants into the environment and with enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund"), as amended, 42 U.S.C. §§ 9601-9675. EPA has documented the release and/or threatened release of hazardous substances at property for which you are the owner of record. Your property comprises a portion of the Onondaga Lake Superfund Site in Syracuse and/or Salina, New York. EPA requires access to your property to excavate and dispose of soils contaminated with polychlorinated biphenyls (PCBs) and/or metals. The exact address of the relevant property is included in the enclosed consent form, which is discussed in more detail below.

EPA and the New York State Department of Environmental Conservation ("NYSDEC") have organized the cleanup work for the Onondaga Lake Superfund Site into a number of subsites. The General Motors-Inland Fisher Guide ("GM-IFG") subsite consists of the following two portions: 1) the former GM-IFG facility and associated contaminated groundwater, and 2) Ley Creek Deferred Media ("LCDM"), which includes approximately 9,200 linear feet of Ley Creek and adjacent floodplains between Townline Road and the Route 11 bridge (a.k.a. Brewerton Road). Also included in LCDM is a 10-acre wetland located on the northern portion of the National Grid property located directly west of the former GM-IFG facility, as well as soil in an approximately 1.8-acre area located directly between the former GM-IFG facility's northern property boundary and Factory Avenue. Your property is included within LCDM.

The cleanup plan selected by EPA and NYSDEC for LCDM in 2015, which was modified in 2022 and 2023 by the issuance of decision documents known as "Explanations of Significant Differences," calls for, among other things, the excavation and off-site disposal of contaminated floodplain soils and creek sediments. The design of the LCDM remedy was recently completed, and EPA is preparing to commence the cleanup work. Documents concerning the LCDM remedy are available at the following website: <http://www.epa.gov/superfund/onondaga-lake>.

As stated above, the contaminated soils on your property require excavation and disposal as part of the LCDM remedy. While the excavation work at LCDM will not commence until approximately one year from now, permission for access to perform the necessary work must be

obtained in advance of EPA's solicitation of bids from contractors for the cleanup effort. Therefore, it is requested that you complete and sign the enclosed consent form and return it in the accompanying self-addressed, postage-paid envelope as soon as possible. The form grants EPA and its representatives access to the noted property. It is anticipated that the LCDM cleanup will take four years to complete and will require intermittent periods of work at your property. EPA will be in further communication with you regarding the anticipated schedule of work.

Please note that EPA does not have the legal authority to indemnify property owners or hold them harmless as part of our access arrangements, and we will not consider any requests for such an agreement. However, as stated in the enclosed consent form, all EPA contractors are required to maintain comprehensive general and vehicle liability insurance coverage for their site activities, including the anticipated work at your property.

If you have any questions regarding this matter, please feel free to contact me at (212) 637-4258 or singerman.joel@epa.gov.

Thank you for your cooperation on this matter.

Sincerely yours,

Singerman, Joel Digitally signed by Singerman,
Joel
Date: 2024.06.28 13:30:26 -04'00'

Joel Singerman, Chief
Central New York Remediation Section

Enclosures

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 2
Superfund and Emergency Management Division
290 Broadway
New York, New York 10007



CONSENT FOR ACCESS TO PROPERTY

Property Owner(s): Onondaga County

Address of Property: Factory Avenue, Syracuse, NY (tax parcel no. 067.-01-16.1)

I am the owner of the property (Property) noted above or otherwise an authorized representative of the Property owner. I understand that the United States Environmental Protection Agency (EPA) requires access to the Property to excavate and dispose contaminated soil pursuant to its responsibilities under the Superfund law, also known as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

I hereby consent to allow officers, employees, and authorized representatives of EPA to enter and have access to the Property to excavate and remove contaminated soils and backfill the excavated areas with clean fill. I understand that such representatives may include the U.S. Army Corps of Engineers (USACE), which will be managing the project for EPA, contractors and/or subcontractors hired by EPA and USACE, and other federal and state agencies and their agents. I also understand and agree that the above-mentioned representatives may enter the Property at reasonable times, as mutually scheduled.

I understand that the soil excavation will require some disturbance to the Property and that EPA will minimize the disturbance as much as possible and restore areas of the Property where such disturbance does occur.

I further understand that EPA contractors are required to maintain comprehensive general and vehicle liability insurance coverage for their site activities, including for the work at the Property, as described above.

This written permission is given by me voluntarily and without threats or promises of any kind. By my signature, I also acknowledge that I am fully authorized to grant such access.

By:

Signature and Name

Date

Main Contact Telephone Number

Best time to call

Email

Tenant Name (if applicable)

Tenant Contact Telephone Number (if applicable)

December 3, 2024

Motion Made By Ms. Abbott

RESOLUTION NO. _____

AUTHORIZING THE EXECUTION OF A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY CONSENT FOR ACCESS TO CERTAIN COUNTY-OWNED LANDS ALONG LEY CREEK IN CONNECTION WITH THE UPPER LEY CREEK REMEDIAL ACTION

WHEREAS, on or about June 28, 2024, the United States Environmental Protection Agency (EPA) sent the County a “Consent for Access to Property to Perform Remediation of Contaminated Soils in the Ley Creek Deferred Media (LCDM) Portion of the General Motors-Inland Fisher Guide (GM-IFG) Subsite, Onondaga Lake Superfund Site, Onondaga County, New York”, which County-owned property is located along Factory Avenue and Ley Creek and is identified by tax number 067.-01-16.1 (hereinafter, “County Property”); and

WHEREAS, the EPA recently finalized the remedial design for the LCDM Subsite and is preparing to commence remedial work approximately one year from the date hereof, which cleanup is anticipated to take four years to complete and will require intermittent periods of work on County Property; and

WHEREAS, the LCDM remedy includes the removal of contaminated sediments/soils from County Property and County permission is therefore required in order to grant EPA and its representatives/contractors access to perform said remedy; and

WHEREAS, the EPA has requested the County sign the aforementioned Consent for Access, a copy of which is on file with the Clerk of this Legislature, and has agreed to ensuring its contractor(s)’ insurance policy(ies) name the County as an additional insured and contain the County’s required policy limits to the extent authorized by federal law and regulations; now, therefore be it

RESOLVED, that the Onondaga County Executive is hereby authorized to execute said EPA Consent for Access and to implement the intent of this resolution.