



Onondaga County Legislature

JAMIE McNAMARA
Clerk

TIMOTHY T. BURTIS
Chairman

TAMMY BARBER
Deputy Clerk

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ENVIRONMENTAL PROTECTION COMMITTEE MINUTES – DECEMBER 10, 2024 JULIE ABBOTT, CHAIR

MEMBERS PRESENT: Dr. Kelly, Ms. Cody, Mr. Romeo

MEMBERS ABSENT: Mr. Brown

ALSO ATTENDING: Chairman Burtis; also see attached list

Chair Abbott called the meeting to order at 1:37 p.m. and the previous meeting's minutes were approved.

1. SOIL & WATER CONSERVATION DISTRICT (SWCD):

- a. Confirming Reappointments to the Onondaga County Soil and Water Conservation District Board (Mark Olson, David Knapp) (Sponsored by Tim Burtis)**

A motion was made by Mr. Romeo, seconded by Ms. Cody, to approve this item. Passed unanimously; MOTION CARRIED.

2. ONONDAGA COUNTY RESOURCE RECOVERY AGENCY (OCRRA):

- a. Confirming Appointments to the Onondaga County Resource Recovery Agency (Barbara Stacer, Jennifer Wood) (Sponsored by Tim Burtis)**

A motion was made by Dr. Kelly, seconded by Mr. Romeo, to approve this item. Passed unanimously; MOTION CARRIED.

- b. Confirming Reappointment to the Onondaga County Resource Recovery Agency (Gregory S. Popp)**

A motion was made by Ms. Cody, seconded by Mr. Romeo, to approve this item. Passed unanimously; MOTION CARRIED.

- ### **3. OFFICE OF ENVIRONMENT:** Elizabeth Bough Martin, Director; Ben Yaus, First Chief County Attorney
- a. Amending the 2024 Onondaga County Budget to Accept New York State Department of Environmental Conservation Environmental Benefit Project Funding (\$1,000,000)**

The following was presented by Ben Yaus

- Parcel along Seneca River had oil silo's that were removed
- BP and Buckeye had to pay a cash penalty or do a funded Environmental Benefit Project (EBP)
- County forgave back taxes (less than \$1.5M) in exchange for \$1.5M EBP for County programs
 - \$500K will be paid to Soil & Water Conservation for water chestnut work in the Seneca River
 - \$1M will be paid to the County for EBP projects
- Have 3 years to come up with EBP proposals for the DEC to approve
- Project must benefit the environment within the impacted area

Questions/Comments from the Committee:

- 3 years is a generous amount of time to put thought into potential projects
- Will the project require approval from the Legislature as well?
 - Currently there is no reporting obligation, but can provide updates when funds are approved
 - The money will go into a Contingent account so it is available
 - The DEC must approve the project before money can be spent

A motion was made by Dr. Kelly, seconded by Mr. Romeo, to approve this item. Passed unanimously; MOTION CARRIED.

4. WATER ENVIRONMENT PROTECTION: Eric Schuler, Deputy Commissioner
a. Transfer Resolution



J. Ryan McMahon, County Executive
Shannon L. Harty, P.E., Commissioner
 650 Hiawatha Blvd. West
 Syracuse, NY 13204-1194
 (315) 435-2260 or (315) 435-6820
 FAX (315) 435-5023
<http://www.ongov.net/wep/>

MEMORANDUM OF SUPPORT

Title: AMENDING THE 2024 COUNTY BUDGET TO PROVIDE FOR THE TRANSFER OF FUNDS FROM SALARIES TO PAY FOR ADDITIONAL COSTS ASSOCIATED WITH INCREASED SLUDGE/BIOSOLID DISPOSAL

Purpose: WEP is seeking to transfer funds from Regular Salaries to All Other Expenses for the supplementary costs associated with unpredicted sludge/biosolid disposal. Sludge/biosolid disposal costs have increased due to delays in getting the Metro WWTP sludge dryer fully operational which has resulted in unbudgeted expenses. A transfer of funds is requested in the amount of \$1,000,000.

Summary: The 2024 410 – All Other Expenses budget assumed that the Metro Sludge Dryer would be fully functional by the end of Q1 2024. The dryer, when operational, will remove significant amounts of water from the waste biosolids reducing the tonnage of material to be disposed at a landfill. Unforeseen delays in getting the sludge dryer fully functional has regrettably increased the removal costs for sludge/biosolids resulting in costs exceeding the 2024 Supplies and Materials Budget. To cover costs already incurred, as well as costs projected through the end of this year, a transfer of \$1,000,000 is being requested for the 410 – All Other Expenses account from 101 – Regular Salaries. It is anticipated that a sludge dryer will be fully functional by the end of December 2024.

Fiscal Impact: This will have no impact on the budget – net \$0.

Questions/Comments from the Committee:

- Is there a plan for disposing dried sludge for beneficial use?
 - Not yet, there is a Beneficial Use Determination (BUD) process the DEC must approve
 - DEC dictates the class of waste, then determines where it can be used
- Can a plan be determined within the next year?
 - Would be great if testing could be started over the next year, but probably a 2026 discussion
 - Have to make sure the dryer is working consistently every day to ensure there is no change in waste profile
- Once money is moved, how long will it take and what will it be used for?
 - Will be used to cover costs to date and also any projected invoices received through the end of 2024
 - Working with contractor to get the dryer running full time for 2025
- Is the dryer expected to be operational by the end of 2024?
 - Yes, contractor coming the week of 12/16/2024 to fire it up
 - The thought is to get one up to speed and roll in to the second train

- How sure is WEP that this will not happen again?
 - Has been difficult for construction schedule to work in conjunction with team of contractors and 4 contracts
 - Had trouble meeting parameters of contract for quality, etc.
 - Committed to be fully operational in 2025
 - Law Department
 - Kudos to WEP for the foresight; the sludge market will get more complicated with regulations and PFOS
 - NYS has not provided much guidance
- The sludge dryer is relatively new technology and not widely adopted
- County does not have great figures on what kind of impact this will have or efficacy of the dryer
 - There have been unintended issues where the contractor needed to do additional remedial work
 - ie: issue with hairy sludge
 - Some things cannot be predicted until closer to commissioning

A motion was made by Dr. Kelly, seconded by Ms. Cody, to approve this item. Passed unanimously; MOTION CARRIED.

b. A Local Law Authorizing the Lease of County Property Located in the County of Onondaga to Bell Atlantic Mobile Systems LLC

VxW Site Name/ID: Carousel Mall / 5000311370

FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT

This First Amendment to Building and Rooftop Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between COUNTY OF ONONDAGA (“LESSOR”), and BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE (or their predecessors in interest) entered into that certain Building and Rooftop Lease Agreement dated February 28, 2003, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 650 Hiawatha Blvd, Syracuse, New York, as more particularly described in the Agreement. LESSOR and LESSEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on February 28, 2026. Commencing on March 1, 2026, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on March 1, 2026, the annual rent shall be \$24,500.00 to be paid annually, in advance, to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on March 1, 2027, the annual rent shall increase by 3% over the annual rent then in effect and by 3% over the then current annual rent on each one-year anniversary of March 1, 2027 thereafter.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective March 1, 2026. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against LESSEE’s rent due under the Agreement.

4. Notice Address. The notice address for LESSEE in the Agreement is hereby amended as follows:

If to LESSEE:	Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921
With a copy to:	Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, NJ 07920

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

6. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

IN WITNESS WHEREOF, this First Amendment is effective and entered into as of the date last written below.

LESSOR:

COUNTY OF ONONDAGA

By: _____
 Name: _____
 Title: _____
 Date: _____

LESSEE:

BELL ATLANTIC MOBILE SYSTEMS LLC d/b/a Verizon Wireless

By: _____
 Name: _____
 Title: _____
 Date: _____

- Law Department
 - Extend rooftop lease for communications equipment for telecommunications providers
 - Comparative base rate with other rooftop leases in the area

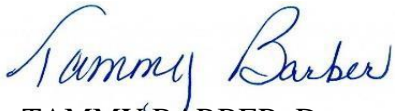
Questions/Comments from the Committee:

- Is there a liability to the County if someone is on the rooftop?
 - Law Department
 - Yes, contract deals with defense and indemnity
 - County gets pre-approval for all plans
 - A weight study is conducted for structure analysis on new structures
 - County minimizes on the engineering end and then passes liability up to them on the contractual side

A motion was made by Mr. Romeo, seconded by Ms. Cody, to approve this item. Passed unanimously; MOTION CARRIED.

The meeting was adjourned at 1:53 p.m.

Respectfully submitted,



TAMMY BARBER, Deputy Clerk
Onondaga County Legislature

ATTENDANCE

COMMITTEE: ENVIRONMENTAL PROTECTION COMMITTEE

DATE: DECEMBER 10, 2024

NAME (Please Print)	DEPARTMENT/AGENCY
Elizabeth Bough Martin	Environment
ERIC SCHULER	OCDWEP
Darcie Lesniak	leg
Kristi Smiley	Finance
Joe Frateschi	Legal Counsel
Ben Yaus	Law Dept.
Jim Beebe	Legislature