

*Office of the Onondaga County Legislature*

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**SPECIAL WAYS AND MEANS COMMITTEE MEETING**

**February 6, 2006**

**CHAIRMAN WILLIAM MEYER**

MEMBERS PRESENT: Mrs. Baker, Mr. Farrell, Mr. Corbett, Mr. Kraft, Mrs. Rapp, Mr. Ryan, Mr. Stanczyk, Mr. Warner

ALSO PRESENT: Chairman Sweetland, Mr. Rhinehart, Mr. Whelan, Mr. Laguzza, Mr. Holmquist, Mrs. Winslow, Ms. Mulroy, Mr. DiBlasi, *see also attached list*

Chairman Meyer called the meeting to order at 3:40 p.m.

Tony Rivizzigno, County Attorney, stated that several months ago a process began to develop a convention center hotel that would improve the economic liability of the convention center. A development agreement was entered into with Onondaga Hotel Ventures, LLC, in December 2004. The agreement contained an assignment clause, which allowed the developer to assign its rights under the agreement to another. They are normal in county contracts. On Jan. 31, 2006, the developer assigned its rights to Thomas Wilmont. The agreement provides that the County approve the agreement, the County approval shall not be unreasonably withheld, conditioned or delayed. The reasonableness of the County in exercising its right of approval with respect to right of assignment, shall be determined according to whether the proposed assignee has the financial capability and the business experience to properly operate the hotel pursuant to the agreement. The County Executive has determined that Thomas Wilmont and his team meet those conditions. The terms of the development agreement have not changed in anyway whatsoever. The terms of the development agreement that existed prior to Jan. 31, still exist today, but with a different developer--Thomas Wilmont in place of Michael Falcone.

Mr. Kevin McAuliffe, Attorney, Green & Seifter, representing Thomas Wilmont, entertained questions from the committee.

Mr. Ryan asked when construction will begin. Mr. McAuliffe said that there is a schedule in the development agreement. With the exception that this is year later with the steps, and are in the process to infuse the State of New York, feels it is still a good sequence and timetable to work with. Would like to be in the ground in September. The unknown is the State of New York. The first step is to execute the agreement so that UNITE understands where Mr. Wilmont is and sign the agreement. Will then contact the 3 branches in Albany and turn the commitment for \$15 million to a disbursement agreement that they can take to a construction lender.

Mr. Ryan asked if language could be added that the project can't be sold for 5 or 10 years. Mr. McAuliffe said that he didn't know, would have to discuss with Mr. Wilmont.

Mr. Ryan said that this will be no additional dollars to the taxpayers. Mr. McAuliffe agreed - are willing to accept the development agreement as crafted with modifications from the City of Syracuse.

Mr. Ryan asked if the county will provide the heat and chilled water from its plant. Mr. McAuliffe did not know--will be determined once the mechanical engineering team looks at it.

Mr. Ryan believes that this needs to be built--have withheld business for conventions, and there is a need to get people in there quickly. He referred to a letter that was received from the Texas (Garfield Traub). He assumes the County Executive has the ability to execute this contract without the County or City being able to stop it. Mr. McAuliffe said that he hasn't seen the letter from Texas. Mr. Rivizzigno said that the provision is in the development agreement--County Executive implements all contracts

in the county. Part of the contract is the assignment clause. Regarding the letter from Texas, nothing has changed--still at the same deal that existed when Garfield Traub pulled out. He doesn't feel the letter from Texas has any relevance.

Mr. Ryan asked what else is out there that could be a "deal breaker." Mr. McAuliffe stated the key things now are getting in the ground to make sure the land is environmentally acceptable; that the remediation doesn't exceed \$100,000 set forth in the development agreement. He is not aware of any other "deal breakers."

Mr. Kraft asked if there will be agreement between Wilmont and Falcone yet to be executed. Mr. McAuliffe said "no", that there was a very simple purchase agreement and it has been done. Mr. Kraft asked if it would be available to the Legislature. Mr. McAuliffe didn't think so; it is not for public review. Mr. Kraft asked if there is necessity for further contracts between the County and the developer. Mr. McAuliffe didn't think so--the development agreement speaks for itself.

Mr. Farrell stated that there is not a firm schedule because of the unknowns. Mr. Farrell said that there has been a substantial increase in construction costs over the past year. The county is responsible for a certain amount, and a year ago had a reasonable amount that we wanted to spend. He said that the State still has to deal with and assumes this could be another 6 months delay. He asked how can the price be committed to with no additional cost to taxpayers, if the schedule is not known, and assuming the cost of construction will continue to increase. Mr. McAuliffe said that the development agreement speaks very clearly to that - any cost over which the governmental entities have committed to provide, is the obligation of the developer. Mr. Wilmont knew that when he agreed to undertake it. If costs go up, they are Mr. Wilmont's obligation.

Mr. Farrell asked what is believed to be a reasonable period of time to move forward with the State. Mr. McAuliffe said "less than 6 months." -- would like to be in Albany next week to determine what agency will be used, what method for disbursement will be used; what the conditions perceived for release of funds are. He assumes they won't be any different then that spelled out in the development agreement.

Mr. Farrell said that the development agreement has a clause which allows extension of completion of the project, and asked if there are other aspects of the agreement that address that part of the scheduling. Mr. Rivizzigno said the dates are all milestone dates; there was one for force majeure. Mr. Farrell said that there is no commitment for any specific time frame to complete this project. Mr. Rivizzigno said that there is a provision in the agreement that says that the County and the Developer will get together and develop a schedule. It hadn't been done with Pioneer, and will do it with Wilmont.

Mr. Farrell asked if once the \$15 million is received, is there a projection on how long this will take; how can it move as fast as possible. Mr. Rivizzigno said that if there is a timeframe set upfront to get the \$15 million, then they could sit down and develop a construction schedule. He said some of that depends on what is in the ground; would not expect Pioneer or Wilmont to get into the ground, not knowing that it will go forward. The cost of the testing is fairly substantial. Without know that the State is committed to \$15 million, he wouldn't expect them to do that. The construction schedule, in part, will depend on the soil. Mr. Farrell suggested that the County take the steps upfront so that there is a realistic expectation of when this will occur.

Mr. Corbett stated that there was a committee that met for almost 3 months; now there is an assignment and will possibly vote on this tomorrow. He asked if the operator has been revealed yet. Mr. McAuliffe said that the manager has not been decided upon yet; first have to decide on a franchise and then select a management company already approved and recognized by that franchise chain.

Mr. Corbett said that some members feel that the \$15 million is a drop in the bucket, even though it will help in the bonding. If we were able to hold out, we could have gotten a lot more - the \$15 million could have been \$25 million.

Mr. Corbett stated that he has a labor background and referred to Mr. Farrell's comments earlier. He said that beating a price of 1.5 years earlier is a tough thing to do. He wanted to reconfirm that no matter what, if that price goes over, the cost will be borne to Mr. Wilmont. Mr. McAuliffe said "that is correct."

Mr. Corbett referred to the neutrality agreement, which would free up the \$5,000. Mr. Corbett was concerned about he timeliness and asked if Wilmont or Mr. Wilmont have discussed the possibility of project labor. Mr. McAuliffe said that they were not contemplating a PLA.

Mrs. Baker discussed the terms of the agreement; having a 4-star hotel, same kind of structure, etc. - reiterated the importance of those terms, and that it must complement what exist with the OnCenter. Mr. McAuliffe said that he understood. Mrs. Baker referred to a letter from Mr. Wilmont and asked if the conditions had been met..."upon Executive Committee of Ventures taking the necessary action to approve of the transfer of the members' interests and the approval of the sale by the County. Mr. McAuliffe said that has been done.

Mrs. Baker asked if the Legislature legally has a role. Mr. McAuliffe said that they discussed informally coming forward and having a question and answer session regardless of what the agreement called for. He welcomed the opportunity to be here. Mr. Rivizzigno said the initial developer agreement was approved by the legislature. It is his opinion that the Legislature does not

need to approve the agreement again. The County Executive has implemented the provisions of the agreement; it cannot be changed at this point in time.

Mrs. Rapp asked what can be done to move this as fast as possible. Mr. McAuliffe said that if the community is heard in one voice in Albany, it would be helpful.

Mr. Stanczyk asked if there is a resolution today. Mr. Rivizzigno said one is prepared but not distributed yet. The resolution is that the agreement is assigned, Mr. Pirro made a determination that Mr. Wilmore qualifies, and the Legislature concurs with the assignment.

Mr. Stanczyk questioned the concerns in Mr. Garfield's letter. Mr. Rivizzigno said that Mr. Garfield submitted a proposal, and at the time Pioneer group was selected, Garfield Traub pulled out and indicated they were not interested in negotiating any further. Mr. Gallagher sent Mr. Garfield letters asking that he remain in it, and Mr. Garfield chose not to. Additionally, Mr. Garfield is indicated that this is something different than what we had before. This is nothing different than before other than the assignment of one organization to another. It was spelled out in the agreement and nothing has changed. Mr. Stanczyk said that Garfield went through the RFP process and Wilmore did not. He is concerned that there are legal implications and potential for exposure. Mr. Rivizzigno said that the assignment was part of the development agreement. Mr. Stanczyk said that no one expected this to happen or knew that the assignment clause was in there. Mr. Rivizzigno said that the contract was reviewed paragraph by paragraph for 3.5 hours in the Chambers. There was an RFP process; it was not a bid process; not changing what was agreed to with Pioneer. Mr. Stanczyk asked if the County is subject to a lawsuit. Mr. Rivizzigno said that we are always subject to lawsuits, but is comfortable that Garfield has no grounds to sue the County. Mr. Stanczyk said that we waited 13 months for this to work out with the developer; it has not and now it seems that the developer is profiting from that delay. Mr. Rivizzigno said he is confident that Mr. Garfield was not aware of the transaction from the two parties. Mr. Stanczyk said with the infusion of \$15 million of equity from the State, and there is no provision to capture those dollars if sold to someone else. He questions what is to stop it from being reassigned again before it is built. Mr. Rivizzigno said that there isn't any; it can be assigned again and again, as long as the person being assigned to meets the quality of the contract.

Mr. Rivizzigno said that Mr. McAuliffe can speak to Mr. Stanczyk issue of this being a for profit transaction--he believes it was mischaracterized. Mr. Stanczyk asked if money changed hands. Mr. McAuliffe said that it did--does not know Mr. Falcone's cost, but guessed that what was paid was only for Mr. Falcone's disbursements and costs on this project. He would not view it as a for-profit transfer.

Mr. Warner referred to Mr. Garfield's letter and list of concerns. He said he would like to see where the legislature authorized the transfer in the contract, as he doesn't remember it. Mr. Rivizzigno said he would provide it, and hoped that the project would not be held up because Mr. Garfield has concerns. Mr. Warner asked if Mr. Garfield would have had the same opportunity that Wilmore had; Mr. Rivizzigno said that he would if he wanted to buy the rights from the Pioneer Group.

Mr. Warner asked with the transfer of rights, if Wilmore is being paying exactly what Mr. Falcone has into the project. Mr. McAuliffe said that he has no idea and had nothing to do with negotiation of the price.

Chairman Meyer stated that this isn't just a hotel, it is part of a complex to work with OnCenter. Part of that was marketing with OnCenter and we were given a lot of assurances that this was going to be seamless; given a lot of information about room rates, promotions, etc. He asked Mr. McAuliffe if he or his client has gone through the minutes to make sure that this is not a just a hotel, but one that is coordinated with the OnCenter. Mr. McAuliffe said that it has to be; has not gone through the minutes, but has a lot of experience with the Marx Hotel. The purpose of this is to provide a base for rooms at the Convention Center. The Marx welcomes that this project will move forward; downtown does not have enough rooms to draw things to fill the convention center. The purpose is to not be a stand-alone hotel, but a convention center hotel.

Chairman Meyer asked Mr. McAuliffe to go through the minutes to make sure that marketing, room rates, pricing for customers is coordinated. Mr. McAuliffe said that he would.

Mr. Whelan that he is not hearing about the number of rooms nor the operator. He said that the legislature wants a 4 star operation, part of the dollars for construction came from a franchisee. There is a concern about the level of quality. Mr. McAuliffe said the agreement is very clear that if it is not a Marriott, the franchise has to be something of that caliber, comparable quality to a 4 star facility. He said that the room numbers and square footage is all spelled out.

Mr. Whelan asked if any other architecture or design firm has looked at this. Mr. McAuliffe said that the only drawings he is aware of is a 6-8 page packet of conceptual drawings, which includes elevation and floor footprints to define common space, meeting rooms, banquet facility, where walkways will hook in, and room configuration.

Chairman Sweetland said that the legislature has spent an enormous amount of time with a common goal of getting a hotel constructed to be a partner with the OnCenter and have been partners with the County Executive. There was a committee that reviewed all the RFPs with 2 legislators on it. After the preferred developer was named, there was a committee to negotiate the 29-page document, which had 3 legislators on it. He feels this legislature does need to act, as they are partners in it. The

assignability portion states that it can be assigned with approval by the "County of Onondaga", which most would feel is the 19 legislators, not just the County Executive. No one has qualified a new development team except for Pioneer. He feels that the "County" has not had any involvement in it, and should have.

Chairman Sweetland asked if the new development team pursued design and construction loans prior to some commitment from Albany on the \$15 million. Mr. McAuliffe said that Mr. Wilmot has a long history with a lot of different lenders. He said that step 1 has got to be design, step 2 is cost; step 3 is that we do not know what the outside sources of money are. It is premature to go to a lender without those 3 components identified. Chairman Sweetland asked who the new partners are with Onondaga Hotel Ventures, LLC. Mr. McAuliffe said that at the moment it is Mr. Tom Wilmont, but it will be Mr. Wilmont, his son and a several other people in his Rochester office. Mr. Sweetland asked if it will be Wilmorite Corporation or individuals. Mr. McAuliffe said that it is an LLC, ordinarily there would be individuals, and doubts that it will be Wilmorite.

Chairman Sweetland asked if the members own any hotels. Mr. McAuliffe said that Mr. Wilmont does; is in the process of developing several right now in conjunction with casino work he is doing.

Chairman Sweetland said that regarding the contracts there was a lot of discussion and different interpretations. This must be accepted by Mr. Wilmont exactly the same as it was, and asked if different people can interpret things that weren't in the room and privy to discussions that went on. Mr. McAuliffe said that he is sure that there are opportunities to interpret things differently in this agreement, but Onondaga Hotel Ventures LLC is an entity that exists in the State of New York; it has a contract with the County. Mr. Wilmont bought the membership interest in it; that contract never gets changed. He took the contract as it stood, took the obligation to sign with UNITE and is now ready to move forward.

Chairman Sweetland asked if it is possible to see the purchase agreement without the numbers. Mr. McAuliffe said he would have to confer with Mr. Wilmont and Mr. Falcone on that. Mr. Sweetland asked him to make that request; Mr. McAuliffe said that he would in a confidential form.

Chairman Sweetland asked about project budgets. Mr. Kochian said it depends on whoever is the brand on the hotel, there are some of the exact same requirements - some of them came from Marriott to spend "x" amount of dollar to manage the facility.

Chairman Sweetland stated that the County Executive has seen financial statements, and asked if the Legislature could see them. Mr. Rivizzigno said "confidentially, yes."

Ms. Mulroy asked if written notice was received from Pioneer and if there was a written proposal from Wilmorite. Mr. Rivizzigno said that there was to both; Ms. Mulroy indicated that she wanted to see both.

Ms. Mulroy asked that everything possible be done to put similar requests/demands to get marketing done. She asked if anything is needed by this legislature. Mr. Rivizzigno said that in his opinion, this is just informative. However, the process has been on a partnership basis with the legislature and doesn't think there is any harm in the legislature voting on it; but it is not mandatory. Ms. Mulroy feels that it is appropriate to vote. Mr. Rivizzigno said that it is important to move as quickly as possible, every month delay is a financial delay for the developer and financial delay for the County on what we are not receiving on an economic benefit.

Mr. Farrell referenced the proformas provided a year ago and asked if all numbers in essence were the same; Mr. Mareane replied that they are. Mr. Farrell discussed our expectation of a 4-star hotel with specific criteria within the industry that are well defined; is there a clear understanding of what will be built. Mr. Rivizzigno noted that in *Lodging Today Magazine*, the upper-up scale includes the Marriott, Hilton, Hyatt, Renaissance, Sheridan, Westin. Mr. Farrell questioned specific definitions of the level of quality of rooms, etc. beyond those of the hotel chains. Mr. Rivizzigno stated that he believes all chains have their own requirements and are similar in nature. Mr. Farrell asked if there is a list of the proposed operators; Mr. Rivizzigno said that the choice of the operator is with our approval. Mr. Gallagher referred to page 8 of the agreement, noting that it is very specific. He said that if the operator is different from the Marriott, the alternative franchise has to be approved by the County. The franchises have very rigid standards.

Mr. Ryan said the Legislature has not passed a land lease agreement. Mr. Rivizzigno disagreed, stating that it has been authorized, but the physical document has not been drawn yet.

Mr. Ryan asked if the geological studies are something that the county can do and charge back. Mr. McAuliffe said that those are already spelled out as the responsibility of the developer in the agreement. Mr. Ryan said that he is concerned about the construction season.

Mr. Ryan said that other than this meeting there will probably be no interaction with this process from here on out if successful in Albany. Mr. Rivizzigno said that the Legislature will be partners in terms of design, review, etc. They intend that a legislative committee will approve the architectural drawings, pedway drawings, etc.

Mr. Ryan asked Mr. Gilligan if he disagrees with anything that the County Attorney stated. Mr. Gilligan said "no." Mr. Ryan said that the City has outside suggestions; it is up to the State to sign documentation and an assignment from County Executive can begin. Mr. Gilligan said that he does believe that the County Legislature had a role in the review of this assignment. The assignment clause is in there and the question is, if has been properly met. Mr. Ryan asked if the role means that we have a legal standing. Mr. Gilligan said that there are things that the legislature has approved that could be unapproved. There are things that do need legislative approval; the legislature is still a partner. He thinks that is recognized by the County Attorney, and Chairman Sweetland has pointed that out.

Mr. Ryan asked what are the things that are approved that can be disapproved. Mr. Gilligan stated that there are certain elements of this project that require County Legislative approval; not having been part of the entire process, he did not know which ones had been done and which ones are left undone. He said that anything that has been done, which is not executed is still, in a sense, "up in the air." Mr. Rivizzigno referred to the lease, and noted that Local Law 2-2005 was passed to authorize a lease of up to 2.4 acres of land to Onondaga Hotel Ventures. It has been authorized by the Legislature, the lease is drawn, and the County Executive signs it. There is no further involvement. The other sublease back from OCIDA has been done. The pedways are a function of the County, which have to be approved by the legislature. He said he is unaware of any other action needed by the legislature at this time.

Mr. Stanczyk said that the agreement states that the assignment has to be approved by the "County"; it doesn't say by the County Executive. The Charter states that the legislature has purse controls of the budget, the County Executive has no policy authority; legislature does. Summarily, he feels this would have to be approved by this legislature; the developer that wants to pick up these interests would be on shaky ground if he moved forward without approval of this legislature, and in going to the State asking for money. He doesn't want to set a precedence that the County Executive can assign this again and again. He asked Mr. Gilligan if he is wrong to think that there needs to be legislative approval of this. Mr. Gilligan said that there is a disagreement between the county attorney and himself to that regard. It was obviated when the County Executive agreed with the Chairman to send it over here for legislative approval.

Mrs. Tarolli stated that there are various checks and balances in the Charter and Code. At certain times the power is vested in the Legislature; at certain times the power shifts to the County Executive. There is an interplay between those powers. The power to sign, make, and implement contracts rests with the County Executive and is in the Code. The Code was passed by this body in the '70's and put to referendum to the entire County and passed overwhelmingly. Mr. Stanczyk asked Mr. Gilligan if he agreed with that. Mr. Gilligan said that it came up in the last 2-3 days and he has not been authorized to entertain that research. He respects Ms. Tarolli's opinion.

Mr. Corbett referred to the LLC and asked if Mr. Falcone can still maintain some rights as an individual. Mr. McAuliffe said that the member of Onondaga Hotel Ventures, LLC, which consisted of a number of people that worked for Mr. Falcone, all collectively sold their interests. Mr. Corbett asked if Mr. Falcone could be a member of the LLC. Mr. McAuliffe said there is nothing to say that he couldn't be part of it in the future, but is not a part of it today.

Mr. Corbett said that he keeps hearing that the new developer can't go forward until they get the ok for the \$15 million. He referred to the neutrality agreement and said the \$15 million was for the City and the County to lesson their costs. Mr. Rivizzigno said that the \$15 million was conditioned on the developer signing the neutrality agreement, which they are going to. Mr. Corbett believes it would be more incumbent on the County vs. the developer to go after it. Mr. Rivizzigno said that the County and developer are going together. The legislation states "at least \$15 million", and the County Executive has requested that the \$5 million from each branch of State government be increased.

Mr. Laguzza said that Pioneer wanted right of first refusal for the second half of lot; and asked if that was in the agreement or was it a separate agreement with Pioneer. Also questions if there are ramifications to the County having another developer with those rights. Mr. Herkala said that the option of rights of first refusal are all contained in the development agreement and belong to Onondaga Hotel Ventures, LLC.

Syracuse Common Councilor Kathleen Callahan introduced Brian McMahon, Tom Seals, Pat Hogan. She stated that Van Robinson, Stephanie Minor and Bill Ryan were also present earlier from the City of Syracuse. Ms. Callahan stated that many of their questions have been answered. The City is involved because of the PILOT, tied to \$15 million from the State, management agreement, the manager, and the PILOT terms. She asked if this was an assignment of development rights, or simply that there are new members of the LLC. Mr. McAuliffe said that the agreement is with Onondaga Hotel Ventures, LLC, and it has new members. Ms. Callahan asked if there was an assignment between the parties and the County. Mr. McAuliffe said that the agreement states "assigned all its rights", but it is not an assignment in the classic sense.

Ms. Callahan referred to the \$15 million State funding, and asked where the process is, and what is the assurance that \$15 million will be received. Mr. McAuliffe said nowhere and none. Ms. Callahan said if those funds were not available, it would have to go back to the City for approval. Mr. McAuliffe agreed.

Ms. Callahan asked where the process is with negotiations with a 4 star hotel. Mr. McAuliffe said that they haven't done that yet. It will not be hard to find a Marriott or another 4 star hotel.

Ms. Callahan said the \$15 million is tied to neutrality agreement, and that the manager or hotel chain would also have to agree to that; what is the comfort level that they would agree to it. Mr. McAuliffe said that it would be a prerequisite to selecting them. There are plenty of well-recognized national management firms out there that are currently authorized by key franchise owners in the country that have experience in this realm; he doesn't see it as an issue--someone will sign it.

Ms. Callahan asked what is the likelihood that the some of the terms and conditions would change in the developer's agreement; are any negotiations anticipated. Mr. McAuliffe said there are none that he is aware of. Mr. Callahan stated that all terms and conditions will remain the same. Mr. McAuliffe agreed.

Chairman Meyer emphasized the relationship with the OnCenter. He said that Mr. Kochian provided a document that shows the economic impact (attached).

Mr. Kochian reviewed the chart and stated that it is the economic impact that the Convention Center has had on Syracuse. In terms of the sense of urgency, he and Chamber representatives are going to Milwaukee this month to make a pitch to ABC. There are 2 women's convention coming up in 2010 and 2011, which would bring in 40,000-50,000 bowlers coming to Syracuse if successful. In 2012 they would go after the open tournament and bring in 60,000-70,000 bowlers. He would love to be able to go there and say that the hotel deal is done, expect to break ground this fall.

Chairman Meyer discussed the pedways, a number of legislators are interested in a very enhanced pedway which will provide some design challenges. For many, it is an important item.

The meeting was adjourned 5:10 p.m.

Respectfully submitted,  
DEBORAH L. FICHERA, Clerk  
Onondaga County Legislature

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#### PLANNING & ECONOMIC DEVELOPMENT COMMITTEE MINUTES

FEBRUARY 14, 2006

SANDRA L BAKER, CHAIRMAN

IN ATTENDANCE: Mr. Whelan, Mr. Meyer, Mrs. Rapp, Mr. DiBlasi, Mr. Stanczyk, Mrs. Chaplin

**ALSO PRESENT: Mr. Sweetland and see attached list (Attachment 1)**

Chair Baker called the meeting to order at 11:00 a.m.

#### 1. SYRACUSE-ONONDAGA COUNTY PLANNING AGENCY

**a. Amending the 2006 County Budget to accept funds from the New York State Department of Economic Development and authorizing the County Executive to enter into contracts to implement this resolution for planning services for the 2010 census (\$6,800)**

Ms. Kitney said this is an unanticipated opportunity. They have always participated with the state data center using the Planning Agency files to update the state mailing list for the next census. There is enough money in the state budget this year to offer payment of \$6,800 (next year it has been cut from the budget). Ms. Kitney said that they have never been paid before; this gives them the opportunity to get paid for what they do in the interest of having the County adequately represented in the census.

***A motion was made by Mr. Whelan, seconded by Mr. Meyer to approve this item. A vote was taken and passed unanimously. MOTION CARRIED.***

In answer to Mr. Whelan, Ms. Kitney said they use their existing data files on building permits and subdivisions to help the State update their mailing list.

#### 2. ONCENTER:

**a. Quarterly Report - Mr. Gallagher**

Mr. Gallagher distributed the third quarter report for 2005 (on file with Clerk). Regarding the Syracuse Crunch, Mr. Gallagher said they did not have playoffs this past year, but they are optimistic for 2006 based on the way they are playing. Mr. Gallagher pointed out that there is a short overview about where they were with the hotel project at the end of September; Human Resources received a grant through CNY Works to conduct some staff training (Dale Carnegie training and customer service training). During the summer, they were successful when they re-negotiated three of the five union contracts, and had the Minority Veterans Wall of Honor dedicated in the Convention Center (tremendous reaction from the public). They also worked very hard in 2005 regarding the County's Performance Energy Plan - have been able to retrofit many of the fixtures in both facilities to be more energy efficient.

Mr. Marnell gave an overview of the finances for the Onondaga County Convention Center/War Memorial Complex Management Corporation through the end of the third quarter. Mr. Marnell said the operating revenue taken in for the first nine months of 2005 was \$5,001,547; compared to \$4,782,604 in 2004. The nine-month operating expense was \$6,678,077 in 2005 compared to \$6,466,020 in 2004. Most of this increase was due to event driven personnel because of the types of events that had transpired during that period. Room occupancy tax taken in during the first nine months was \$1,473,043 of the \$1,535,000 budgeted for 2005 versus \$1,401,493 in 2004. They were down during this period in Other Income (derived primarily from box office revenues) - didn't have the number of shows in 05 as compared to 04; however, they did show an excess of revenue over expense for the three quarters of \$7,468 versus a loss of \$21,532 in 2004 for the same period. Their fund balance for the beginning of the period was \$44,055, contributed an additional \$7,000 and closed at \$51,523. Mr. Gallagher said they are in the process of the audit for the fourth period - this period was very difficult due to some cancelled events and some higher costs of operation. He will be coming back to Ways & Means to talk about energy - their electric costs are skyrocketing - their first bill was up 45 percent from last year and their utilization was down, due to changes in equipment and fixtures. They will have their data evaluated by Facilities Management to confirm the numbers, and he may have to come back to the committee to look for some help with this.

Mr. Whelan asked if they have been working with Facilities Management regarding the contract that expired in October and is now a month-to-month. Mr. Marnell said they have always worked closely with Facilities Management, and they send their data at the end of each month. Mr. Gallagher said they knew there was going to be an increase in cost, but hoped that the changes made concerning energy efficiency would keep them even. Mr. Gallagher said the commodity price has gone up so much, and in their case, it is mostly electric, they use very little gas. Mr. Whelan asked what the cancellations of events were due to, and Mr. Gallagher said it was not convention cancellations; mainly it was the circus (cancelled because they had a routing problem). Mr. Whelan asked if we have cancellation clauses, and Mr. Gallagher said yes, but they never recover the fully generated revenue that is in the budget.

Mrs. Rapp asked what they are hearing about the hotel project. Mr. Gallagher said that Mr. Kochian seems enthusiastic that they are working out the arrangements for the paperwork in Albany. Mr. Gallagher said he is very optimistic - it is very important - relates directly to this - right now they are fortunate to have the Vegetable Growers in the house for five days - without conventions like that, they may be turning that space over fifteen times in the same period, booking local short-term events. The difference in the operating cost is very obvious - conventions not only generate economic impact, they also generate more revenue for them and reduce their costs. Mr. Gallagher's understanding is that everyone is satisfied with the arrangement.

Regarding Schedule C of the handout, Chair Baker asked why there was a drastic difference between 2005 Budget and 2005 Actual for Services & Personnel. Mr. Marnell said in the past they used to net those services and now report them in gross. In the past when they collected revenue against Personnel or Services, they would take them directly to the expense, now they keep them in the revenue area, therefore the expense remains in gross - the revenue goes up as well as the expense - they no longer net it.

Mr. Marnell referred to the Maintenance and Utility line - they had budgeted \$1,090,949 for the nine month period - the actual reported was \$1,110,396 in 2004 and \$1,066,346 in 2005. Mr. Marnell said the reductions are a result of measures and safeguards that were put in place - unfortunately, when coming in to 2006, the budget does not reflect the commodity increase. \$750,000 was budgeted for Electric for 2006, and Mr. Marnell anticipates problems in that line.

Mr. Stanczyk noted they have \$204,000 Other Income through nine months and budgeted \$430,000 for the year, and asked if they normally have that big a fourth quarter. Mr. Marnell replied yes, they are normally strong months, but they did not meet the number for the fourth quarter in 2005 - had net assets of \$51,523 at end of third quarter. In answer to Mr. Stanczyk, Mr. Marnell said they have an over extension in utilities in 2006, but not in 2005.

Mr. Whelan asked what the \$51,523 would normally be earmarked for. Mr. Gallagher said it is a small percentage but helps if they run into a shortfall. Mr. Whelan asked if any of the electric bills were direct from National Grid for both transportation and commodity or was commodity through County Purchase. Mr. Gallagher said commodity was through Purchase. Mr. Whelan said if they did have a sizable decrease in commodity because of changes in lighting, that would not be reflective for eleven months, and asked them to look into that.

### **3. a. Economic Development Overview**

Chair Baker said she requested Mr. Western to come in to bring the committee current regarding where they are with certain projects and what they anticipate in the next several months.

Regarding the Empire Zone program, Mr. Western said they have submitted the application, and it is still going through a review process with the State. The Zone Administrative Board has asked for some supplemental information that they have provided - then it will go to the Empire Zone Development Board - has to be approved unanimously (don't know when they will meet). Within this submission is a large component called the Zone Development Plan - this draft first has to be approved by the State and then comes back for local approval (which is the way the law is set up). The County Legislature will see this plan once it has been through the first state review, and they will be able to decide if that is how they want to proceed. Mr. Western said It is much more detailed than what used to be called the Zone Development Policy - it outlines each of the five areas, expectations of what might occur in the areas, and limitations on the types of businesses that will be certified in some areas. All of this is designed to comply with the revised state legislation. Mr. Western pointed out that once we start the approval process, it would probably consume a large part of their resources. Mr. Western added that when this program begins to set parameters and define boundaries, they immediately run into projects that are just outside those parameters/boundaries - doesn't have answers as to how to handle this because the timing issues are not clear - example: there is a project that has been in our community since the fall of 2004 where they are seeking a site for a large distribution facility and have had enormous difficulty locating a 35-acre site requirement. This company is looking in other counties around Onondaga that also have Empire Zone opportunities. The company is in a Zone now (boundaries were modified under the old rules to put them in for a temporary facility, now they are seeking to build a new one) Fallback strategies - don't want them to look in neighboring counties - already thinking if they acquire some property next to one of these distinct areas, can we change the boundaries for it.

Mr. Western said the committee should be receiving the agenda for the upcoming IDA meeting and the minutes from the prior meeting each month. This will give a fairly good idea of the kinds of issues that the Industrial Development Agency is working on. Mr. Western said notwithstanding the Empire Zone program, Business Development program, and Marketing program, the IDA is the core of what they do because it is the place where they make money and ends up supporting the amount of money that pays for the Economic Development Office. The agency had a very successful end of last year because the OCC housing project, Syracuse Research Corporation and Ramour that is building a significant corporate campus on Morgan Road (a critical part of their decision was that they were put in a modified Empire Zone for Morgan Road assuming the plan is approved).

Mr. Western advised that the State Comptroller is auditing OCIDA along with five other IDAs (a performance audit, not financial). They lay out some expectations of how an IDA should function that are not articulated in law - there is concern that these performance standards that the Comptroller might like to see are not exercised in normal practice of managing IDA projects. Mr. Western said they are also concerned that IDA legislation for civic facilities sunsets this June (extended last year by state Legislature for one year). Under this legislation, they did OCC, the Jewish Home, two libraries - Mr. Western thinks in order to get that civic facility legislation extended this year, there will be other changes proposed to Industrial Development Agencies. Mr. Western thinks the results of this audit process by the Comptroller will be part of the information base to be used to propose legislative changes for IDAs (at an organizational level statewide through the Economic Development Council, it concerns them). Mr. Western said he is part of a group meeting with the senior management of the State Comptroller to talk about the audit and what their intent is - how they sense what IDAs ought to be doing versus actual practices - organizationally, they do not want to end up in an adversarial situation - never been audited in thirty years. Mr. Western said they would like to see the outcome framed in the public interest, and not a tool for some bipartisan environment later on this spring during the budget process.

In answer to Mr. Whelan's question regarding acreage, Mr. Western said the Zone program limits most zones to two square miles - the portion of Woodard Industrial Park along Morgan Rd is about 213 acres (to accommodate Ramour in the southern portion and include what used to be the Crouse Hinds warehouse in the northern portion). Mr. Whelan noted that we have all this property zoned, and we cannot accommodate the company looking for a property with 35 acres. Mr. Western replied that unfortunately, it is not just property in a zone; it is property anywhere in Onondaga County. To find a 35-acre parcel not encumbered by wetlands or some other regulatory issue has turned out to be extraordinarily difficult. Mr. Whelan mentioned Hancock Airbase, and Mr. Western said there would be a \$4 million asbestos bill and the parcel is owned by the City; there is also the issue as to what extent the FAA has control over the property.

Mr. Stanczyk asked if the OCC dormitory project was bonded through the IDA. Mr. Western replied yes - tax-exempt bonds sold to the public, and issued by the County Industrial Development Agency for Onondaga County Housing Development Corporation. Mr. Stanczyk asked how much was issued and Mr. Western said roughly \$19,750,000 - payment to IDA was  $\frac{3}{4}$  of 1 percent - about \$146,000. Regarding pay to run the Economic Development Office - the County will pay \$423,000 as well as the IDA the same amount. Mr. Stanczyk asked about the fund balance of the IDA. Mr. Western said the cash balance at the last meeting was roughly \$2 million - has dropped about \$800,000 over last few years due to the marketing being in the budget now. The fiscal year for the agency is July 1 - June 30. Last year the net loss for the agency was \$640,000 attributed to cash outlay - part of their \$million grant - County put up \$750,000 and IDA up \$250,000. Regarding the public bonding, Mr. Stanczyk asked if they have to get reauthorization year by year. Mr. Western said they are asking for multiple years. They do have an opponent for

bonding - the Dormitory Authority of the State of New York - brings a different way of operating - more distant and clearly more expensive. Mr. Stanczyk asked how many other public deals they had last year besides OCC. Mr. Western said Manlius Library, Minoa Library, and refinancing of the Jewish Home were done last year.

Chair Baker asked if there anything else they can anticipate or any projects that may be coming up. Mr. Western said two things that occupy their time are Destiny and the Convention Center hotel. Concerning the hotel, Mr. Western said he thinks they have the capacity to live with that agreement - the quickest path to a hotel.

Mr. Meyer asked Mr. Western to elaborate on the fact that Minoa Library and the fire department are in one building. Mr. Western said they were able to segment their portion of the financing for the building to the part that the library occupies - they have no interest in the balance of the building. OCIDA cannot bond for projects occupied by government entities, and the library association is not a government entity.

Chair Baker adjourned the meeting at 11:45 a.m.

Respectfully submitted,

Johanna H. Robb, Deputy Clerk

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## **ENVIRONMENTAL PROTECTION COMMITTEE MINUTES**

**FEBRUARY 15, 2006**

**JAMES A. CORBETT, CHAIR**

Members Present: Mr. Whelan, Mr. Kraft, Mr. Farrell, Mr. Rhinehart, Mrs. Chaplin, Mrs. Winslow.

Other Present: Chairman Sweetland, Mr. Meyer, Mr. Tomeny, See attached list (attachment 1)

Chair Corbett called the meeting to order at 9:32 a.m. A motion was made by Mr. Whelan, seconded by Mr. Farrell to waive the reading and approve the minutes of the proceedings of the previous committee. MOTION CARRIED.

### **1. LAKE IMPROVEMENT**

#### **a. ACJ Update**

Mr. Elander advised that the Midland Avenue Phase 2 Project is approximately 40% complete and the blasting is done. The design for the Phase 3 portion of the project, which includes 75 feet of pipeline from Phase 2 to West Newell Street, is 25% complete. He indicated that the route was almost set and they have sent letters to five residents notifying them that their property must be purchased. Plus there are 17 other residents that are within 75 feet of the pipeline. They are getting proposals to appraise the property and easement.

He advised that the informational and public hearings have been held for the Harbor Brook CSO Project. Plus the responsiveness summary and SEQR information has been prepared and distributed to the members. Chair Corbett asked if the member would like all the documentation or just an executive summary. It was determined that a complete set of documents would be on file with the Clerk and the members would only receive an executive summary. Mr. Farrell asked if the information was available online. Mr. Sharon advised that the responsiveness summary and the facilities plan were online, but the SEQR information is not. Mr. Elander indicated that the design is underway for the conveyances and the pipeline would be next. They will have appraisals to purchase property for the RTF. Mr. Elander advised that Mr. Sharon was meeting with the Director of the Polish Home and the Pastor of the church to address the comments and concerns.

Mr. Elander advised that the public hearing for the Clinton Project is scheduled for Wednesday, February 22, 2006 at 7:00 p.m. at the MOST. There will also be a 30 days period for submission of comments and questions. At this time the environmental field work and office work are completed and they are waiting for the report. He mentioned that he would be requesting approval for the final RTF design at the April meeting. Mr. Whelan questioned the status of the fieldwork. Mr. Elander indicated that there was no reason found to abandon the current site and find a new location. Chair Corbett questioned the location. Mr. Elander indicated that the trolley lot is still the prefer location. They have been meeting with the Armory Square Association regarding parking replacement. He mentioned that the conveyance design is proceeding well and they hope to go to bid by the end of the year for construction in Spring 2007. Chair Corbett questioned the feasibility of elevated parking above the RTF. Mr. Elander advised that they are still looking into that option. He mentioned that a majority of Excellus employees used the parking lot and that all of the relocation options would be less walking time. Chair Corbett indicated that the businesses have different concern.

Mr. Rhinehart questioned the City's involvement. Mr. Elander advised that there is nothing. Mr. Whelan questioned the pending lawsuit regarding Midland. Mr. Elander advised that there has been no decision.

Mr. Elander mentioned the ACJ Biosolids program stating that the bids were received, the contract awarded, the contractor has started work, and the project should be completed by May 2007. He mentioned that the Army Corp of Engineers has reestablished the grant for the sewer separation project in the Midland area, which will be bid in the Spring and constructed this Summer before the Phase III pipeline goes in. The grant is 70% from the Army Corp of Engineers and 30% from the County. Mr. Elander reviewed the past construction management services from CDM and C&S and mentioned that the Midland Project would be the last project including the services. Mr. Whelan suggested having a committee meeting at the Midland site. Mr. Elander advised that the two million gallon tank in Liverpool is now available for a hard rain event. Plus the Wetzel Road Treatment Plant has some underground water difficulties, but is still moving along according to schedule. He mentioned that the old flow control sewer maintenance building at Metro was converted into a garage to repair vehicle and there will no longer be vehicles at the Park.

Mrs. Chaplin thanked Mr. Elander for the list of people affected by Phase 3 of the Midland Project. She indicated that the list helps when trying to address the concerns. Mr. Elander advised that they would like to get approval next month to purchase one house because the owner is old and would like to sell as soon as possible. They are currently in the process of getting it appraised.

Mr. Kraft questioned the employee salaries on page A-2 for the Lake Improvement Project. Mr. Elander mentioned the budget includes filling the Inspector 1 position. Mr. Kraft questioned the amount for Provision for Capital Project and Fees for Services. Mr. Elander advised that the Provision for Capital Projects is for non-eligible costs. Mr. Mareane mentioned that the salary amount only shows one pay period in January.

Mr. Rhinehart asked if they receive fry oil at Metro. Mr. Elander advised that they take commercial grease, but he wasn't aware of Metro taking fry oil. Mr. Elander also distributed copies of guidebooks for the Metro Plant and Henry Clay Lab.

## **2. WATER ENVIRONMENT PROTECTION**

### **a. Authorizing and ratifying the County of Onondaga to act as lead agency for the Harbor Brook Sewer Improvement Project (the "Project") under the State Environmental Quality Review Act (SEQRA) and the State Environmental Review Process (SERP); determining the classification of a Type 1 Action; adopting a negative declaration; and authoring the publication, circulation, service and filling of the Environmental Assessment Form, DEID, and the Negative Declaration**

Mr. Elander advised that they must pass a SEQR resolution before proceeding with any other activities.

Mr. Kraft questioned whether this project would put a strain on the community area involved. Mr. Elander mentioned that the sewer would be installed down Park Avenue. He felt that they have mitigated any problems, plus the plan is the most cost effective and appropriate solution for the CSO problems in Harbor Brook. He indicated that they have been asked to purchase some property on Amy Street and Grand Avenue to make a park area. He mentioned the problems relative to Fowler School, but felt that it would be improved by the project. Mr. Kraft asked if there would be any long-term effects. Mr. Elander advised that there would be no long-term detrimental effects, only the inconvenience of construction.

A motion was made by Mr. Whelan, seconded by Mr. Farrell to approve the request. Voting Yes: Mr. Whelan, Mr. Farrell, Mr. Rhinehart, Mr. Kraft, Mr. Corbett, Mrs. Winslow. Abstaining: Mrs. Chaplin. MOTION CARRIED

## **3. Discussion - Metropolitan Water Board/Onondaga County Water Authority Consolidation.**

Chair Corbett mentioned the discussion at Session regarding the consolidation of MWB and OCWA. He felt that there was much more to look at than just combining the two departments. He mentioned that there is a resolution for review by the committee. Chairman Sweetland presented a resolution and indicated that there was more to consider than just the consolidation of the two boards. He mentioned that the Water Authority has a considerable amount of debt, which might make consolidation seem like the best option. He felt that the structure has served the community well for over 40 years, which is all the same source of water serving five counties. The three sources providing water are Ontario, Skaneateles and Otisco Lakes. He felt that this was a delivery system and that they should determine if the structure should stay in place. Chairman Sweetland felt that the task force could provide enough information to determine whether the two boards should be consolidated, plus look at the system as a whole. He mentioned that the City of Syracuse spends approximately \$1.3 million a year for regulating a watershed for water supply. He felt that they would come under more scrutiny from the EPA to make sure the water is safe, such as filtration. Chairman Sweetland also mentioned that town's and villages have their own Water Departments, plus outside the county there are different systems. He felt that it was time to look at the system and make recommendation to the Legislature regarding the structure. Chairman Sweetland asked the committee to review the resolution. He also indicated that he would like to find someone to chair the committee that wouldn't have a vote.

Mr. Whelan questioned the timeline and if this item would go to Ways & Means this month. He felt that the Committee should have a month to review. Mr. Farrell stated that he was pleased to see a regional approach and recommended that the Legislature include specific guidance to the committee in the resolution. Mr. Corbett felt that all members of the Legislature should have input into this issue. Chairman Sweetland mentioned that there could also be a charge to a task force, which occurs at the first meeting. He indicated that when a task force is formed the Legislature's office must staff the meetings and minutes are taken. Mr. Farrell felt that this was one of the key elements for the future of Central New York. He indicated that cost was not the most important part, but that how this county and surrounding counties develop over the next fifty years is the most important issue. Mr. Kraft agreed relative to how important this issue was to the community and suggested giving the task force a list of concerns.

Mr. Rhinehart liked that the committee only included nine people. He also felt that a specific goal must be identified and wanted to include the protection of the water supply. Mr. Rhinehart mentioned there are fifteen water supply systems throughout the county that are still being served by wells and springs. He advised relative to the problems in Marcellus and indicated that they are joining OCWA.

Mrs. Winslow asked if they had considered including a member of the Onondaga County Soil and Water Conservation District. Chairman Sweetland felt that he would consider adding someone. Mr. Whelan felt that the Mayor could assign this to the Soil and Water Conservation District.

Mr. Kraft felt that the door would be open to all interested parties by mailing out notices of all meetings and welcoming attendance. Chairman Sweetland mentioned that ex-officio members could also be considered such as the DEC and EPA. Chairman Sweetland and Mr. Tomeny discussed the issue relative to potential operating procedure changes at the Water Authority and the requirement to change State Legislation.

Chairman Sweetland and Mrs. Winslow discussed the amount of the Soil and Water Conservation District budget for the Skaneateles Watershed. Mr. Whelan advised that he would get the amount. Chair Corbett mentioned the farm regulations and that the non-point sources have been reduced, but the individual properties are now the problem.

Chair Corbett charged the committee with individually looking at the resolution to enhance at the next meeting.

The meeting was adjourned at 10:34 a.m.

Respectfully submitted,

Colleen A. Gunnip, Assistant Clerk

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**EDUCATION AND LIBRARIES COMMITTEE**

**FEBRUARY 15, 2006**

**JAMES DIBLASI, CHAIRMAN**

**IN ATTENDANCE: Mr. Corbett, Mr. Holmquist, Ms. Mulroy, Mrs. Chaplin, Mrs. Winslow**

**ALSO PRESENT: Mr. Meyer and see attached list (Attachment 1)**

Chairman DiBlasi called the meeting to order at 11:00 a.m.

**Chairman DiBlasi announced that the March committee meeting will take place at Syracuse Stage at 11:00 a.m.**

**1. SYRACUSE STAGE:**

**a. Transfer of funds from Authorized Agencies-Human Contingent Account 650 to Syracuse Stage Account 843 (\$50,000)**

Mr. Mareane explained that at budget time, Syracuse Stage came to them and asked for supplemental funding that would go hand-in-hand with their capital fundraising efforts. They recognized the need to support the group, and second, it would be hard to raise operating money during the time they are raising capital. Management & Budget had proposed a two-year supplement to their appropriation for their authorized agency grant of \$50,000 over two years. Mr. Mareane said the Legislature decided to compress the two pieces and placed the \$50,000 in the budget as a supplement to their ordinary authorized agency grant. They put it into a contingency because there wasn't an opportunity to get into details of what Syracuse Stage proposes to do during budget time. This transfer would be releasing money that is in the budget currently in a contingency account versus the direct grant.

Mr. Clark said they are in the silent phase of a five year campaign to raise additional dollars for operation of their regular programming, expand their educational programs, to increase their endowment if they can, and particularly, to make some physical changes in their space. Mr. Clark said they renovated the old Regent movie house in 1980 - theater still has the same seats, floor covering, lighting, and sound equipment. Physically, they want to change the entrance, upgrade all the public areas, restrooms, the handicapped accessibility, theatre auditorium itself, and put in an elevator. Mr. Clark distributed a sheet with an abbreviated look at where they are with the five-year campaign to raise money for their operations as well as capital (*Attachment 2*). Mr. Clark said that Column A (\$8,696,856) represents what they would have to raise anyway to do their season over five years, Column B (\$2,827,449) shows what they will use for the capital part of their campaign plus some expansion of their program area. The total five-year campaign is \$11,524,305. Column M shows what they have raised so far toward the overall campaign goal, including the annual giving (\$7,035,996); Column O shows what has been raised to date with no annual giving included (\$1,531,214). Mr. Clark mentioned that the one large contributor is Syracuse University because of their partnership - Syracuse Stage supplies support for the Department of Drama and the academic programs as well.

Mr. Clark said it is very helpful to receive this County support during this part of their campaign. As an authorized agency, they normally get about \$16,000 per year for support for their operation each year. Mr. Clark said that part of their goal is to fit in with the connective corridor with E. Genesee Region Association, Chancellor Cantor, the City of Syracuse, and also with the Genesee Grande Hotel, Parkview Hotel, Marx Hotel, Paul Robeson Performing Arts Company, and Community Folk Art Gallery. Mr. Clark added that the Syracuse

Federal Credit Union now owns the building that was the Seventh-Day Adventist Church, and hopefully, that will become some kind of performance space. Mr. Clark noted that the area is becoming an artistic and theatrical hub. Part of their goal is to work on their audience service - broaden the experience once they step out of the car - there will be a significant physical change that will make a dramatic statement.

Mr. Corbett mentioned the changes that have happened with building codes, and Mr. Clark said they have already made inquiries and their project manager is well versed.

Mr. Holmquist thanked Mr. Clark and Mr. Dungey for giving him a very informative tour of Syracuse Stage. Mr. Holmquist said he attended a production recently, and was able to view first hand some of the issues that were pointed out to him, during his tour, concerning audience experience issues and the exterior.

Mrs. Mulroy requested to co-sponsor this item. Ms. Mulroy mentioned that she knows their effort in partnering and fundraising is enormous.

***A motion was made by Ms. Mulroy, seconded by Mrs. Chaplin to approve this item. A vote was taken and passed unanimously. MOTION CARRIED.***

## **2. OCPL:**

### **a. Amending the 2006 County Budget to accept American Library Association Funds for the Onondaga County Public Library and authorizing the County Executive to enter into contracts to implement this resolution (\$2,000)**

Ms. Jensen introduced Tim Riehlman who is administering this grant. Ms. Jensen said this is a \$2,000 grant through the American Library Association funded through the Investor's Protection Trust (a non-profit agency). They are disseminating grants to libraries that will allow them to provide a least one investment seminar before April 30th - they are paying for the speaker and travel expenses and giving OCPL \$2,000 to buy materials to support the program. OCPL staff will also provide information on the resources at the library on investing. The purpose of this is to allow people the opportunity to receive information and education on investing.

***A motion was made by Mr. Corbett, seconded by Mr. Holmquist to approve this item.***

Ms. Mulroy asked how many people they anticipate, and Mr. Riehlman replied that they want it limited to fifty, because there will be individual counseling. Tentatively, they are planning to have two sessions available - if the first session fills up, they will have the second.

Mr. DiBlasi asked who will be speaking, and Ms. Jensen said the speaker will be someone from the State Securities Office, and it will be on investing in general.

***A vote was taken and passed unanimously. MOTION CARRIED.***

Mr. Corbett mentioned that there has been a lot of talk about changing the direction of the Patriot Act concerning how it affects the libraries. Ms. Jensen said she is not sure how quick it will filter down locally - not sure if it has had any impact locally - impossible to know - can't inform anyone that Homeland Security has come in to ask questions - to the best of her knowledge it hasn't happened at OCPL. Ms. Jensen doesn't think the change last week will have the impact that it was touted to have - thinks

it has been watered down and provisions are pretty close to the original Patriot Act. Mr. Riehlman said they have the right to subpoena records - can't tell the people that their records have been subpoenaed, but the ability to do it will have to go through the judges.

The meeting was adjourned at 11:25 a.m.

Respectfully submitted,

Johanna H. Robb, Deputy Clerk

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## **PUBLIC SAFETY COMMITTEE MINUTES**

**FEBRUARY 17, 2006**

**MARTHA MULROY, CHAIR**

Members Present: Mr. Holmquist, Mr. Rhinehart, Mr. Warner, Mr. Ryan, Mr. Kinne

Others Present: Mr. Meyer, See attached list (attachment 1)

Chair Mulroy called the meeting to order at 8:34 a.m. **A motion was made by Mr. Kinne, seconded by Mr. Holmquist to waive the reading and approve the minutes of the proceedings of the previous committee. MOTION CARRIED.**

### **2. PROBATION**

#### **a. Authorizing application for grant funds to provide for alternatives to incarceration and authorizing the County Executive to enter into contracts to implement this resolution (\$357,400).**

Ms. Winter distributed and reviewed an outline for the Alternative to Incarceration Programs (attachment 2). She requested approval of annual grants received from NYS DPCA.

Mr. Ryan asked if this program saves the county money and how the recitizen rate compares to the people incarcerated. Ms. Winter stated that all the people would go to jail without this program, because there isn't the ability to provide intensive services. She advised that in the Day Reporting Program they have approximately a 60% success rate. The Syracuse Behavioral Health Program has approximately a 70% success rate and the ATIP I has approximately a 60% success rate. She indicated that she could provide the specific figures.

Mr. Kinne questioned the tracking of the programs. Ms. Winter advised that there is the Criminal Justice Advisory Board, which is chaired by Ms. Shepard Scott and is established by law to monitor the program. The members review the program and statistics, plus they must report to the State. Mr. Kinne asked if a person could be followed through the program to determine if they are in and out of the system. Ms. Winter advised that most of the people in these programs start out on regular probation and have a Probation Officer with a caseload of 80 to 100. If they fail, they are referred to one of the alternative programs for more intensive services. In the alternative programs the caseload is only 30 and they are able to spend more time with each person. She indicated that most people are felons, which requires five years probation and ten years for sex offenders. She mentioned that they have no ability to track whether the person comes back into the system and legally they can't look up someone's record without a reason. Mr. Kinne questioned the ideal caseload. Ms. Winter replied 60, but they are carrying 80 to 100. Ms. Winter advised that this program is saving the County money because these people would be in jail. Mr. Kinne asked if they could determine the number of people that come back into the system. Ms. Winter advised that she could try to get a rough count from the Probation Officers.

Ms. Mulroy suggested having Ms. Winters back next month for an informational discuss. Mr. Ryan asked Ms. Winter to get together with the DA and Sheriff to see what works best. Ms. Winter advised that they are looking at evidence base practices and are not just guessing. Ms. Mulroy asked if Drug Court was included. Ms. Winter replied yes, some of the cases.

***A motion was made by Mr. Warner, seconded by Mr. Kinne to approve the request. Passed unanimously. MOTION CARRIED.***

### **4. DISTRICT ATTORNEY**

#### **a. Amending the 2006 County Budget to accept funds for the Stop DWI Gone4ever Program**

Mr. Weiss advised that last year in Onondaga County there were three major traffic crashes. He explained that the Chief of Police in DeWitt had seen an exhibit done after the Colgate crash called the "Friends Exhibit" and felt that something should be done in

Onondaga County to give the victims recognition by helping to stop others. He explained that \$42,800 has been raised for the exhibit and they would like to create a Gift and Donations Account in the STOP DWI budget. Mr. Weiss explained that the exhibit would be movable and would go into schools and other community facilities. The exhibit has three 20' panel to highlight the five victims, plus a media and survey section. Mr. Warner asked if the STOP DWI Committee reviewed this item. Mr. Weiss replied yes.

**Mr. Warner asked Mr. Weiss for a report relative to the Crimes Against Revenue Program. Mr. Weiss indicated that he would get the information.**

Mr. Meyer asked if the County was just a pass through for the State. Mr. Weiss indicated that the money was raised from one foundation here in Onondaga County and that the County would be a pass through to the exhibit.

Ms. Mulroy suggested notifying the school districts and asked if the members could have an opportunity to see the exhibit. Mr. Weiss indicated that they have already started to contact the schools and that he would make arrangements to have the Legislature see the exhibit.

A motion was made by Mr. Warner, seconded by Mr. Kinne to approve the request. Passed unanimously. MOTION CARRIED.

### **1. SHERIFF**

**a. Amending the 2006 County Budget to accept funds and authorizing the County Executive to enter into an agreement with the State of New York Governor's Traffic Safety Committee to provide funding for a selective traffic enforcement program (\$18,300)**

Chief Peverly advised that they would like to accept a grant from the Governor's Traffic Safety Committee for selective traffic enforcement. Ms. Mulroy asked for the specific target. Chief Peverly advised that this grant was for aggressive driving.

A motion was made by Mr. Warner, seconded by Mr. Kinne to approve the request. Passed unanimously. MOTION CARRIED.

**b. Create three Deputy Sheriff Court Security Officer positions, Grade 3 @ \$33,261 effective February 13, 2006; Abolish three Deputy Sheriff Court Attendant positions, Grade 1 @ \$26,020 effective February 13, 2006**

Chief Peverly advised that this was a continuation of the process to transition from Court Attendants to Court Security Officers.

Ms. Mulroy asked for the remaining number. Chief Peverly felt that there were twelve. Ms. Mulroy questioned whether the new Court Security Officers are armed. Chief Peverly indicated that they obtained Peace Officer status last year and are currently going through Peace Officer training to qualify with firearms. Chief Peverly felt that shortly after the first of the year the State Court Security would take over the entire operation and the contract would be discontinued. Ms. Mulroy asked if they are all required to go through the process. Chief Peverly replied yes. He mentioned that they are in the process of getting everyone licensed and they are purchasing firearms, which will be reimbursed by the Office of Court Administration. Mr. Warner questioned the color of the uniform. Chief Peverly indicated that now Court Security has white shirts and black pants and the Deputies are all in black.

Mr. Ryan questioned the entry-level requirements for a Court Security Officer. Chief Peverly indicated that they must maintain firearms qualification, plus the Office of Court Administration has a training program. He mentioned that the Office of Court Administration has just completed a major study regarding the occurrence in the courts around the Country and will be upgrading the level of security in the entire court system. Mr. Ryan felt that this was due to the problems in the courtrooms and suggested using video appearances for problem people that are a detriment.

Mr. Kinne questioned the reimbursement for the training. Chief Peverly indicated that the Office of Court Administration reimburses the County for training. Mr. Kinne questioned the physical training for Court Security Officers. Chief Peverly indicated that they train based on current standards and felt that the Office of Court Administration would parrell the law enforcement training in the future. Mr. Kinne questioned who would administer the Court Security Officers when the County's contract ends. Chief Peverly explained that the Office of Court Administration would have a chief. Mr. Kinne asked where firearm training was conducted. Chief Peverly replied at the Elbridge Rod and Gun Club.

A motion was made by Mr. Kinne, seconded by Mr. Warner to approve the request. Passed unanimously. MOTION CARRIED.

### **3. EMERGENCY COMMUNICATIONS**

**a. Authorizing upgrades to the microwave transmission network in and for the County of Onondaga at a maximum estimated cost of \$4,500,000 and authorizing the issuance of \$4,500,000 bonds of said County to pay the cost thereof**

Mr. Wisely introduced Mr. Stevenson and Mr. Gabriel and presented the Emergency Communication Project Cost Table (attachment 3). He reviewed the past and proposed projects, specifically the Voice Paging Infrastructure, Radio Console System Upgrade, 911 Backup Site, CAD-RMS-MDR System Replacement, Microwave Project and the Trunk System. He included the start and finish date, the total costs, the non-local funds with the source and the amount of surcharge revenue used.

Ms. Mulroy indicated that she previously requested information regarding the professional service contracts. Mr. Wisely presented and reviewed a chart of all the towers, plus the associated cost and the professional service contracts (on file with the Clerk).

Mr. Ryan questioned why the Countywide Volunteer Firemen's Association charges the County when everyone is in this process together. Mr. Stevenson explained that the contract goes back to the 1960's and there was only a telephone poll so they purchased a small piece of land and constructed a short tower. Since then the County has reconstructed the tower, but they still requested a monthly fee. Mr. Meyer and Mr. Wisely discussed the ownership of the property.

Mr. Rhinehart questioned the length of the bonding. Mr. Mareane advised that the bonding would be for fifteen years, plus it would be a district cost recovered by surcharge revenue. Mr. Rhinehart asked if bonding was the best way to fund the project. Mr. Mareane felt that it was best to spread the cost over the life of the equipment.

Mr. Warner asked if they are still meeting with the fire departments. Mr. Wisely indicated that they have met with every group of agencies to explain the projects. Mr. Warner questioned coordinating grants that are received by the County that might have anything to do with public safety and direct it into this project. Mr. Albanese advised that they are working with the Health Department, Social Service and other departments to review grants that could be used, plus they have been to Washington to work with the local State delegation. Mr. Albanese explained that it was clear from the beginning of the project that the \$30 million was the project cost and not the County's cost. He explained the equipment required for the next phase and stated that once all the funding is in place they would make a decision regarding the appropriate level for the other agencies and municipalities. The approval of the first phase is being requested today and historically the County has always paid for the infrastructure.

Ms. Mulroy requested the 2005 surcharge revenue. Ms. Ferrara presented and reviewed a chart showing the 911 Surcharge Funds (attachment 4). She indicated that the \$1.9 million was collected in 2005 for surcharge revenue. Ms. Mulroy asked if there was enough to cover the cost of the bonding for the towers. Ms. Ferrara replied yes and indicated that the balance today is \$1.7 million. Ms. Mulroy asked if the surcharge revenue is used for the 911 Center. Ms. Ferrara advised that \$633,000 of surcharge revenue is used for the operating budget at the 911 Center.

Ms. Mulroy questioned the payments to the project consultants. Mr. Wisely advised that Mr. Gabriel and Mr. Stevenson are paid on an hourly rate. The Langone Contract is for the RF Engineer and is a lump sum in the amount of \$175,835. The Vogel Contract was for the UHF frequency licensing and was paid at an hourly rate. The Kimball Contract is for the CAD project and is a lump sum amount, not to exceed \$333,482. Ms. Mulroy requested the contract hourly rates. Ms. Mulroy and Mr. Wisely reviewed the term of each contract. Mr. Albanese advised that all of the consultants were hired based on the "Request for Proposals" process. Mr. Rhinehart questioned the project contingency of 1% being too low. Mr. Wisely was very confident with the project figures and didn't feel that they needed additional money.

Mr. Ryan questioned how the bond money would be distributed and asked when the County would receive the \$308,000 from the State. Mr. Wisely indicated that they must file with the State Health Department for reimbursement. Mr. Ryan questioned the bonding for \$4.5 million and asked what would happen when the County receives the \$308,000 from the State. Mr. Mareane advised that leftover bond money can only be used to reduce the debt service or it could be used for other Capital Project with the approval of the Legislature. Ms. Ferrara mentioned that they don't need to bond for the entire amount. Mr. Ryan questioned the costs associated with executing bonding, such as bond attorneys. Ms. Ferrara advised that there are some fixed costs every time you bond, but there are some that depend on the size of the bond.

***A motion was made by Mr. Warner, seconded by Mr. Rhinehart to approve the request. Passed unanimously. MOTION CARRIED.***

b. Authorizing the County Executive to apply for the New York State Shared Municipal Services Grant Program

Mr. Wisely mentioned that they have taken the leadership role and licensed all the frequencies needed for the radio system of the future, plus they have licensed frequencies made available by the Federal Communication Commission. Ms. Mulroy indicated that the grant required a local match of \$1,751.60. Mr. Wisely indicated that they have partnered with the four contiguous counties to receive \$78,829.50 to plan and identify the infrastructure needed to allow the counties to communicate during a disaster.

***A motion was made by Mr. Kinne, seconded by Mr. Holmquist to approve the request. Passed unanimously. MOTION CARRIED.***

The meeting was adjourned at 9:40 a.m.

Respectfully submitted,

Colleen A. Gunnip, Assistant Clerk

class="MsoNormal">Colleen A. Gunnip, Assistant Clerk

### **Related Documents**

- [2-17-06 Pub Saf Attach](#)
- [2-06-06 Spec W&Ms Attachment](#)
- [2-14-06 Planning Attach](#)
- [2-15-06 Ed&Lib Attach](#)