

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

-----X  
ATLANTIC STATES LEGAL FOUNDATION, STATE  
OF NEW YORK and DENISE SHEEHAN, as  
Commissioner of the New York State Department  
of Environmental Conservation,

88-CV-0066

Plaintiffs,

-vs-

Judge Scullin

THE ONONDAGA COUNTY DEPARTMENT OF  
DRAINAGE AND SANITATION and ONONDAGA  
COUNTY, NEW YORK,

**JOINT MOTION**

Defendants.

-----X

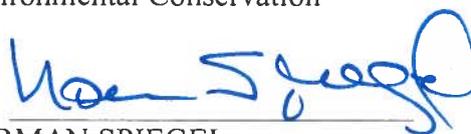
**PLEASE TAKE NOTICE** that upon the annexed proposed Stipulation and Order Authorizing Environmental Benefits Projects and the exhibits attached thereto (hereinafter, "Proposed Order") plaintiffs, Atlantic States Legal Foundation, the State of New York and the Commissioner of the New York State Department of Environmental Conservation, and defendants Onondaga County Department of Drainage and Sanitation and Onondaga County by their undersigned counsel jointly move this Court to approve and enter the Proposed Order. The Proposed Order, which would modify a prior 1996 order of this Court (McAvoy, J.), would authorize the expenditure of funds, previously paid by the County as a stipulated penalty, for the purpose of implementing various environmental benefit projects. The environmental benefit projects would enhance and/or be consistent with the green infrastructure projects previously approved by this Court (Scullin, J.) by order entitled Fourth Stipulation and Order Amending Amended Consent Judgment, entered in this action on November 16, 2009. Detailed information in

support of this joint motion is set forth in the whereas clauses of and the exhibits to the Proposed Order.

Dated: June 26, 2013

ERIC T. SCHNEIDERMAN  
Attorney General of the State of New York  
Attorney for Plaintiffs State of New York  
and the state Commissioner of  
Environmental Conservation

By:

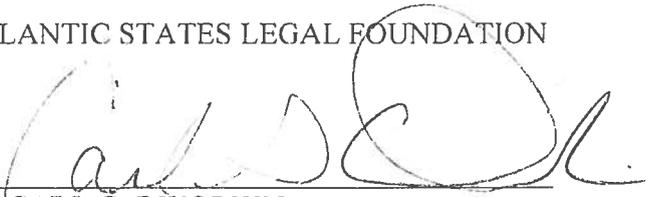


NORMAN SPIEGEL  
Assistant Attorney General  
Bar Roll No. 102652  
Environmental Protection Bureau  
120 Broadway  
New York, New York 10271  
(212) 416-8478

support of this joint motion is set forth in the whereas clauses of and the exhibits to the Proposed Order.

Dated: June 26, 2013

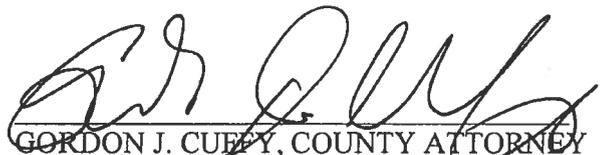
ATLANTIC STATES LEGAL FOUNDATION



By: CARL G. DWORKIN  
N.D.N.Y. Bar No. 104492  
NOLAN & HELLER, LLP  
Attorneys for Plaintiff  
ATLANTIC STATES LEGAL FOUNDATION  
39 North Pearl Street  
Albany, New York 12207

support of this joint motion is set forth in the whereas clauses of and the exhibits to the Proposed Order.

Dated: June 26, 2013



GORDON J. CUFFY, COUNTY ATTORNEY  
for Defendants, ONONDAGA COUNTY and  
THE ONONDAGA COUNTY DEPARTMENT  
OF DRAINAGE AND SANITATION

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

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ATLANTIC STATES LEGAL FOUNDATION, STATE  
OF NEW YORK and DENISE SHEEHAN, as  
Commissioner of the New York State Department  
of Environmental Conservation,

88-CV-0066

Plaintiffs,

-vs-

Judge Scullin

THE ONONDAGA COUNTY DEPARTMENT OF  
DRAINAGE AND SANITATION and ONONDAGA  
COUNTY, NEW YORK,

Defendants.

-----X

**STIPULATION AND ORDER AUTHORIZING  
ENVIRONMENTAL BENEFIT PROJECTS**

**WHEREAS**, on September 3, 1996, this Court (McAvoy, J.) approved and so ordered a stipulation ("Stipulation and Order") submitted by the State of New York, Atlantic States Legal Foundation and the County of Onondaga (the "parties"), authorizing Onondaga County ("County") to pay \$189,000.00 for the implementation of various environmental benefits projects related to Onondaga Lake and its tributaries in lieu of said sum being paid by the County to the State to satisfy stipulated penalties arising from the County's violation of effluent standards applicable to its Metropolitan Syracuse Wastewater Treatment facility ("Wastewater Treatment facility"), said Stipulation and Order being attached hereto as "A"; and

**WHEREAS**, the Stipulation and Order identified several possible environmental benefits projects (e.g., a trail, accessible to the public, running along the shore line of

Onondaga Lake; a 10-acre wetland restoration program), these projects as well as alternative environmental benefit projects considered by the parties proved infeasible at that time or of questionable benefit to the public because environmental investigations of Onondaga Lake and its environs showed the relatively widespread presence of hazardous substances and wastes in the sediments of the Lake and in shoreline areas as well as the presence of pathogens and other deleterious substances in the water of the Lake and Onondaga Creek which potentially required significant, but yet-to-be selected, remedial actions (e.g., the presence of contaminants along the Lake's shoreline precluded the construction of a trail, similarly, the wetland restoration project was precluded by contamination in the area designated for such restoration work); and

**WHEREAS**, the various remedial measures and engineering upgrades necessary to address these environmental problems have now been selected and are being implemented pursuant to orders of this Court -- two consent decrees entered in *State of New York v. Honeywell International, Inc.*, 89-CV-815, the first on January 4, 2007 (Scullin, J.) providing for remediation of Lake bottom sediments and the second on March 11, 2011 (Scullin, J.) providing for remediation of Geddes Brook and Ninemile Creek; and the Fourth Stipulation and Order Amending Amended Consent Judgment entered in *Atlantic States Legal Foundation et al. v. County of Onondaga*, 88-CV-0066, on November 16, 2009 (Scullin, J.) modifying previously mandated engineering upgrades for the Wastewater Treatment facility and related combined sewer outfalls (CSOs) including provisions for the extensive use of green infrastructure; and

**WHEREAS**, the selection of the environmental remedies and upgrades referenced above and their ongoing implementation allows the parties to select

environmental benefits projects for the Onondaga Lake Sewer Shed which enhance and/or are consistent with such remedies and upgrades; and

**WHEREAS**, the parties believe that the mandatory green infrastructure projects and waste water reduction objectives set forth in the Fourth Stipulation and Order Amending Amended Consent Judgment could be significantly enhanced by complimentary green infrastructure projects voluntarily undertaken by private business, property owners and residents and promoting such voluntary projects is in the public interest and readily visible green infrastructure demonstration projects coupled with a public education and involvement program would promote voluntary green infrastructure projects; and

**WHEREAS**, the parties believe that the use of green infrastructure in the management of storm water runoff from communities located in the Onondaga Lake Drainage Basin would enhance the water quality of Onondaga Lake and its tributaries; and

**WHEREAS**, the \$189,000 originally paid by the County was deposited into an interest bearing account which has grown to \$325,547; and

**WHEREAS**, the Central New York Regional Planning & Development Board (“CNYRPB”) a public agency created pursuant to article 12B of the New York State General Municipal Law, with extensive involvement in and experience with implementing environmental projects and programs in the central New York State area including green infra structure, is prepared to enter into an agreement with the New York State Department of Environmental Conservation (“DEC”) to implement, at a cost not to

exceed \$326,083.74 plus any additional interest that may be earned, the following green infrastructure demonstration projects:

1. Sewer Shed 036 projects -- projects to be implemented within the 036 sewer shed basin, an approximately 180 acre area within the City of Syracuse and adjacent to Onondaga Creek which the parties have selected for such purposes because the area is centered on West Onondaga Street, a highly traversed area where these demonstration projects with accompanying educational signage would be highly visible and because the 036 sewer shed is highly developed with few unpaved areas and therefore contributes a significant volume of runoff during rain events that these projects would help reduce; and,
2. Village of Solvay Project -- a 3.2 acre erosion control project at the Solvay Youth Center located in the Village of Solvay. A hill in the rear of the building is severely eroding causing sediment and phosphorous runoff in the Harbor Brook Sewer Shed. Vegetative stabilization supplemented by biodegradable erosion control fabric, to control sediment erosion will be constructed for the site. In addition to the shrub and grass vegetation, terracing will be used to improve slope stability; and,

**WHEREAS**, attached to this stipulation and proposed order as Exhibit “B” is a draft agreement between the DEC and a CNYRPB which sets forth the terms, conditions and procedures under which the CNYRPB would develop and implement green infrastructure demonstration projects and public outreach and associated public education programs, provides for oversight by and accountability to the DEC and minimizes

administrative costs and in appendices to the draft agreement identifies and provides specifics for the proposed environmental benefits projects and programs; and

**WHEREAS**, the environmental benefit projects described above are in the public interest and their implementation in whole or in part is not a legal obligation of the County or of any other third party; and

**WHEREAS**, the parties have agreed to the entry of this stipulation as an order of the Court.

**NOW THEREFORE**, upon the application of the State of New York, Atlantic States Legal Foundation and Onondaga County it is hereby **ORDERED** as follows:

1. Upon the execution of a written agreement (the "Agreement") between the New York State Department of Environmental Conservation and the CNYRPB that shall be in substantial conformance with the draft agreement attached hereto as "B", the New York State Office of the Attorney General ("OAG") shall transfer the \$326,083.74 currently held by the OAG and any additional interest that may have accumulated, to such account or accounts identified by CNYRPB in accordance with said agreement. Such transferred funds shall be utilized by CNYRPB solely for the purposes set forth in the Agreement and in strict compliance with the terms of the Agreement.

2. Any unencumbered funds remaining in said accounts three years after the transfer of the funds by OAG as provided in paragraph 1 above, shall be transferred by CNYRPB to OAG for deposit by OAG as a civil penalty into the State's general fund.

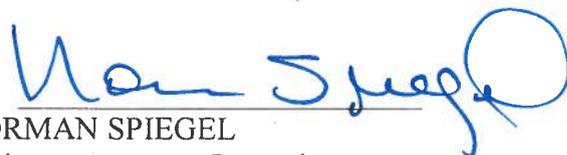
3. In the event that the DEC does not enter into an agreement in substantial conformity with the draft agreement attached hereto as "B" within 90 days following the entry of this stipulation as an order of the Court, then the \$326,083.74 currently held by

the OAG and any additional interest that may have accumulated in such account shall be deposited by OAG as a civil penalty into the State's general fund.

**SO AGREED:**

June 12, 2013

ERIC T. SCHNEIDERMAN  
Attorney General of the State of New York  
Attorney for Plaintiffs State of New York  
and the state Commissioner of  
Environmental Conservation

By: 

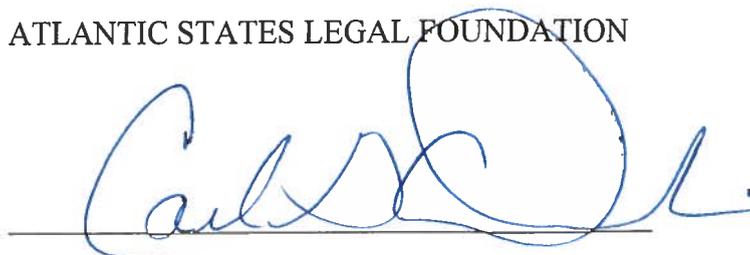
NORMAN SPIEGEL  
Assistant Attorney General  
Bar Roll No. 102652  
Environmental Protection Bureau  
120 Broadway  
New York, New York 10271  
(212) 416-8478

the OAG and any additional interest that may have accumulated in such account shall be deposited by OAG as a civil penalty into the State's general fund.

**SO AGREED:**

Dated: June 12, 2013

ATLANTIC STATES LEGAL FOUNDATION



By: CARL G. DWORKIN  
N.D.N.Y. Bar No. 104492  
NOLAN & HELLER, LLP, Attorneys for Plaintiff,  
ATLANTIC STATES LEGAL FOUNDATION  
39 North Pearl Street  
Albany, New York 12207

the OAG and any additional interest that may have accumulated in such account shall be deposited by OAG as a civil penalty into the State's general fund.

**SO AGREED:**

**DATED: June 12, 2013.**



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**GORDON J. CUFFY, COUNTY ATTORNEY  
for Defendants, ONONDAGA COUNTY and  
THE ONONDAGA COUNTY DEPARTMENT  
OF DRAINAGE AND SANITATION**

**SO ORDERED:** \_\_\_\_\_ **U.S.D.J.** \_\_\_\_\_ **Date**

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

ATLANTIC STATES LEGAL FOUNDATION, STATE  
OF NEW YORK and MICHAEL D. ZAGATA,  
Commissioner of the New York State Department  
of Environmental Conservation,

88-CV-0066

Plaintiffs,

-vs-

THE ONONDAGA COUNTY DEPARTMENT OF  
DRAINAGE AND SANITATION and ONONDAGA  
COUNTY, NEW YORK,

JUDGE McAVOY  
U.S. DISTRICT COURT  
N.D. OF N.Y.  
FILED

Defendants.

SEP - 5 1996

STIPULATION and ORDER

WHEREAS, plaintiffs Atlantic States Legal Foundation ("ASLF") filed a complaint against the defendants Onondaga County Department of Drainage and Sanitation and Onondaga County (collectively "Onondaga County") alleging violations of 33 U.S.C. §§ 1311(a) and 1311 (b) (1) (B) in the discharge of sewage to Onondaga Lake from Onondaga County's metropolitan sewage treatment facility and various overflow points; and

WHEREAS, plaintiffs State of New York and the Commissioner of the New York State Department of Environmental Conservation (collectively "New York State") intervened as plaintiffs alleging that the defendants had violated the New York State Environmental Conservation Law §§ 17-0509 and 17-0511 by failing to provide the level of treatment required under the law with respect to the discharge of sewage into Onondaga Lake and its tributaries; and

WHEREAS, a judgment on consent was entered on February 1, 1989 obligating the defendants to, in part, undertake certain studies and develop and implement appropriate remedial plans, and

further obligating the defendants to comply with interim effluent limits; and

WHEREAS, the judgment on consent provided for the imposition of stipulated penalties, payable to the State of New York, in the event that the defendants failed to satisfy their obligations under the consent judgment in a timely manner; and

WHEREAS, on the motion of the ASLF, an order was entered on May 15, 1995 imposing stipulated penalties on the defendants in the amount of \$189,000 for certain violations of the interim effluent limits; and

WHEREAS, the ASLF, New York State and Onondaga County have been and continue to be desirous of utilizing the \$189,000 stipulated penalty imposed by the Court for projects which would benefit the environment with respect to Onondaga Lake and its environs ("environmental benefits projects"), provided that Onondaga County is not otherwise legally obligated to perform or fund such projects; and

WHEREAS, the defendants delivered a check, dated October 17, 1995, in the amount of \$189,000, to the State of New York, which was placed in an escrow account pending the conclusion of the discussions amongst the parties concerning appropriate environmental benefits projects; and

WHEREAS, Onondaga County is in the process of dedicating ten acres of land and the Central New York Regional Transportation Authority has committed \$90,000 for the purpose of wetland restoration as mitigation for anticipated wetland impacts due to

development projects affecting wetlands draining to Ley Creek, a tributary to Onondaga Lake; and

WHEREAS, the \$90,000 committed by the Central New York Regional Transportation Authority will be used, primarily, to characterize contaminant levels in the soil of the ten acre area as a necessary first step toward wetland restoration, and additional funds will subsequently be required to advance the design and construction of the wetlands; and

WHEREAS, restoring the ecological functions of wetlands is critical to achieving a sustainable fishery in Onondaga Lake and wetland restoration can be undertaken incrementally as funds become available; and

WHEREAS, advancing wetland restoration in Onondaga Lake is in the public interest; and

WHEREAS, it is anticipated that demand for public access to Onondaga Lake will increase as efforts to improve its water quality proceed, and Onondaga County has proposed a public access system including hiking/walking trails along the shores of Onondaga Lake; and

WHEREAS, it is in the public interest to assist the development of hiking/walking trails for use by the public; and

WHEREAS, fish habitat monitoring and restoration and the monitoring of water quality parameters in Onondaga Creek, a tributary of Onondaga Lake, is an important element in achieving a sustainable fishery in the Lake, which monitoring can be accomplished, in part, through the use of student volunteers from

local schools; and

WHEREAS, increasing public education and involvement with issues related to the restoration of Onondaga Lake, is in the public interest; and

WHEREAS, the ASLF, New York State and Onondaga County have agreed to the terms and conditions under which the \$189,000 would be utilized for environmental benefit projects;

NOW THEREFORE, upon the application of the ASLF, New York State and Onondaga County, it is hereby ORDERED AND DECREED as follows:

1. The order filed on May 15, 1995 is hereby modified to provide that the \$189,000 penalty assessed against Onondaga County shall be permanently suspended, provided that Onondaga County pay an equivalent sum to be used for the environmental benefits projects set forth herein. The payment previously made by Onondaga County to the State of New York, by check dated October 17, 1995 and in the amount of \$189,000, shall be deemed to satisfy the County's obligation. The State of New York shall transfer the \$189,000 previously received from Onondaga County, and currently held in escrow, to the Natural Heritage Trust or another comparable entity, under such terms and conditions as will ensure that the monies are used to implement the environmental benefits projects set forth herein.

2. The \$189,000 paid by Onondaga County in lieu of stipulated penalties shall be used for the following

environmental benefits projects:

A. \$94,500 shall be used to advance the restoration as a wetland of the ten acre area dedicated for such purposes by Onondaga County and the Central New York Regional Transportation Authority, referred to above. Restoration activities shall include, without limitation, the design and implementation of sediment rehabilitation and re-establishment of both submerged and emergent aquatic vegetation. In the event that analysis of the soil in the dedicated ten acre area demonstrates contamination at levels that would render the costs of the restoration work financially prohibitive, then the \$94,500 shall be used to develop public accessible hiking/walking trails along the shores of Onondaga Lake as proposed by the County.

B. \$94,500 shall be used to finance a fish habitat and water quality monitoring program of Onondaga Creek combined with a public education program. The program shall utilize student volunteers from both urban and rural school districts within the Onondaga Creek Watershed. In light of the fact that a significant segment of Onondaga Creek traverses predominantly low income communities, the monitoring and educational program shall endeavor to include this segment of the population. Instruction and coordination of the activities of student volunteers shall be provided by an entity selected by the representatives of the parties, in accordance with paragraph 3, below, based on responses to a Request for Qualifications and/or a Request for Proposal.

3. ASLF, the State of New York and Onondaga County shall each designate a representative. The representatives shall determine the scope of work, provide technical management of the projects undertaken, and resolve any matter that may arise under this order. In the event that the representatives can not agree as to any matter, then the determination of the New York State representative shall be final and binding, provided that such determination is consistent with the terms and conditions of this order.

SO AGREED:

DATED: 7/19/96

DENNIS C. VACCO  
ATTORNEY GENERAL OF THE  
STATE OF NEW YORK

Norm Spiegel  
BY: NORMAN SPIEGEL, ASSISTANT  
ATTORNEY GENERAL, of Counsel  
Bar Roll Number 102652

Attorney for the plaintiffs,  
STATE OF NEW YORK and the  
COMMISSIONER of ENVIRONMENTAL  
CONSERVATION

DATED: 13 Aug 96

Samuel H. Sage  
SAMUEL H. SAGE, PRESIDENT of the ATLANTIC  
STATES LEGAL FOUNDATION  
for plaintiff, ATLANTIC STATES LEGAL  
FOUNDATION

DATED: 8-6-96

Nicholas J. Ferro  
NICHOLAS J. FERRO, COUNTY EXECUTIVE  
for defendant, ONONDAGA COUNTY

DATED: 8-6-96

John M. Karanik  
JOHN M. KARANIK, COMMISSIONER of the  
DEPARTMENT of DRAINAGE and SANITATION  
for defendant, ONONDAGA COUNTY  
DEPARTMENT of DRAINAGE and SANITATION

SO ORDERED:

Thomas J. McAvoy  
THOMAS J. MCAVOY, U.S.D.J.

DATED: 9/13/96



**EXHIBIT B**

**COOPERATIVE AGREEMENT  
BETWEEN  
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AND  
THE CENTRAL NEW YORK REGIONAL PLANNING AND DEVELOPMENT BOARD  
FOR THE IMPLEMENTATION OF ENVIRONMENTAL BENEFIT PROJECTS**

This Cooperative Agreement (the "Agreement") is entered into by the Central New York Regional Planning and Development Board ("CNYRPB") a public agency serving the Counties of Cayuga, Cortland, Madison, Onondaga, and Oswego Counties under the provisions of Article 12B of the New York State General Municipal Law, having its principal office at 100 Clinton Square, Suite 200, 126 North Salina Street, Syracuse, New York 13202, and the New York State Department of Environmental Conservation, having its principal offices at 625 Broadway, Albany, New York 12233, with a Region 7 Office at 615 Erie Boulevard West, Syracuse, New York 13204, (hereinafter referred to as "DEC").

**WHEREAS**, the DEC is the state agency which has jurisdiction over the environmental laws and policy of the State pursuant to, inter alia, §3-0301 of the Environmental Conservation Law (ECL). In particular, the DEC is the lead agency for New York's water quality programs; and

**WHEREAS**, on \_\_\_\_\_, 2013, the United States District Court for the Northern District of New York approved and so ordered a stipulation ("Stipulation and Order") submitted by the State of New York, Atlantic States Legal Foundation and the County of Onondaga (the "parties"), authorizing the expenditure of \$ 326,083.74 for the implementation of various environmental benefits projects related to Onondaga Lake and its tributaries.

**WHEREAS**, the parties to the Stipulation and Order have agreed on environmental benefit projects ("EBPs") that would consist of green infrastructure demonstration projects being

placed within the 036 sewer shed basin, an approximately 180 acre area adjacent to Onondaga Creek and a green infrastructure erosion and sediment control plan for the Solvay Youth Center located in the Village of Solvay. The specific demonstration projects are set forth in appendices 1 and 2, attached hereto and made a part hereof.

**WHEREAS**, the CNYRPB is experienced in implementing sustainable environmental projects and public participation and education programs and is prepared to enter into funding agreement(s) with a third party(ies) which third party(ies) will be responsible for implementing the various green infrastructure demonstration projects and educational programs that the parties have agreed upon under the supervision of the DEC; and

**WHEREAS**, the DEC requires certain services consisting of the establishment of a deposit account, hereinafter referred to as “the Account”, and the disbursement of funds from the Account in accordance with the terms and conditions contained herein; and

**WHEREAS**, the New York State Office of the Attorney General ("OAG") will provide CNYRPB with funds according to the Stipulation and Order and to be deposited in an account to be established by the CNYRPB.

**WHEREAS**, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, the DEC has determined that these services can best be accomplished through a Cooperative Agreement with CNYRPB:

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. CNYRPB shall deposit, into a separate and distinct account in a financial institution insured by the Federal Deposit Insurance Corporation, \$ 326,083.74 to be paid by the OAG pursuant to the District Court Stipulation and Order. CNYRPB shall disburse

funds from this account pursuant to a funding agreement(s) with a third party(ies) beneficiary for the sole purpose of implementing the EBPs as described in Appendix 1 and 2. In the event cost estimates do not coincide with actual expenses, or specific projects are deemed no longer feasible, CNYRPB may propose project adjustments or new green infrastructure demonstration projects, as long as the proposal is within the 036 sewershed and is approved by DEC in writing prior to implementation.

CNYRPB's administrative fees associated with the implementation of the EBPs under this agreement shall not exceed five percent (5%) of the funds allocated for the projects.

2. CNYRPB shall assign a unique account identification number for the monies paid pursuant to the terms of the Stipulation and Order which requires monies to be deposited with the third party beneficiary for approved EBPs. CNYRPB's account shall be identified in all correspondence with the DEC by referencing its account identification number as well as the name and case number assigned by the DEC ( ).
3. CNYRPB shall maintain appropriate financial records for the account and adhere to generally accepted accounting practice standards. CNYRPB shall provide quarterly, written status reports to the DEC detailing the current status of the EBPs, progress made, and the expected end date of the EBPs. These reports shall be provided to the DEC pursuant to paragraph 14, below.
4. This Agreement shall be effective on the date signed by both parties and shall remain in effect until the conclusion of the implementation of the EBPs. As set forth in the Stipulation and Order, any unencumbered funds remaining in the CNYRPB account

three years after the transfer of the funds by OAG shall be transferred by CNYRPB to OAG for deposit as a civil penalty into the State's general fund.

5. This Agreement may be terminated by either party at any time provided that the party terminating this agreement provides 60 days written notice to the other party. During this 60 day period CNYRPB shall continue to disburse monies from the account to fund activities associated with the EBPs. Termination of this agreement shall occur on the last day of the month immediately following the 60<sup>th</sup> day after the date of termination notice. Upon such termination any unencumbered funds remaining in the CNYRPB account shall be transferred by CNYRPB to OAG for deposit as a civil penalty into the State's general fund. No delay or failure by the DEC or CNYRPB to exercise any rights under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
6. In carrying out their obligations and responsibilities under this Agreement, the parties shall comply with all applicable State and Federal laws.
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, administrators, legal representatives, successors, and assigns.
9. This Agreement may not be modified after the effective date unless said modification is consistent with the Stipulation and Order, in writing and signed by both parties. All prior agreements on this subject matter between the parties are merged into this agreement, which constitutes the entire agreement between the parties

10. All reports, accountings, elections, demands, requests, responses, and notices permitted or required by this Agreement shall be in writing and delivered to the following addresses:

To the DEC:

Kenneth P. Lynch  
Regional Director, Region Seven  
New York State Department of Environmental Conservation  
615 Erie Boulevard West  
Syracuse, New York 13204-2400

Joseph Sluzar  
Regional Attorney, Region Seven  
New York State Department of Environmental Conservation  
615 Erie Boulevard West  
Syracuse, New York 13204-2400

To CNYRPB:

Kathleen Bertuch  
Program Manager, Environmental Management  
100 Clinton Square, Suite 200  
126 North Salina Street  
Syracuse, NY 13202

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

**Central New York Regional Planning and Development Board, by:**

\_\_\_\_\_ Date \_\_\_\_\_

DEC certification: "in addition to the acceptance of this Agreement, I also certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**New York State  
Department of Environmental Conservation, by:**

\_\_\_\_\_ Date \_\_\_\_\_

New York State Department of Environmental Conservation



## Appendix 1 to Agreement

### Sewer Shed 036 Green Demonstration Projects

The parties to the ACJ propose a plan for implementing Green Infrastructure (GI) demonstration projects in the 036 sewershed of the Onondaga Lake Watershed utilizing funds currently held by the New York State Office of the Attorney General pursuant to a court order. This proposal outlines a means of doing this with a minimal amount used for administrative overhead expenses.

The 036 CSO Basin is part of the Near Westside area of the city of Syracuse that is considered a priority for implementing and demonstrating the efficacy of GI. West Onondaga Street which is at the heart of this area is a highly traversed thoroughfare and hence projects will be highly visible to the public. Along this corridor there is much publicly owned land and several NGOs which have offered to provide maintenance and monitoring of the installed systems.

The projects were selected because they can be completed in a timely fashion, could serve as demonstration projects to the various stakeholder groups of the efficacy of the given technology, and would be cost effective.

The first phase of the work will involve siting and design. The emphasis will be on locating the project to be highly visible and with easy access. In addition, where possible, projects will try to maximize gallons captured per unit cost for each technology. In carrying out this project, the parties to the ACJ have the support and participation of various entities, including environmental and landscape professionals at Atlantic States Legal Foundation, as well as the County's GI consultants. The specifics of each of the 036 projects will be discussed and confirmed at a meeting of the ACJ parties before proceeding further. In addition, public information meetings will be held in the communities where such work is proposed. Attached is conceptual plan entitled "W. Onondaga GI Demonstration & Education Area" which depicts the concepts and locations of various projects in the area.

Based upon literature data and local experiences the following projects including associated costs, will be implemented:

1. Downspout disconnections and installation of rain barrels/cisterns. This will include a survey of all structures in the 036 sewershed soliciting highly visible projects with participants who will properly use the water collection systems installed by the project. One such project could be at 659 West Onondaga to be used to irrigate the planned tree nursery at 663 West Onondaga. \$25,000.
2. Urban forestry. There are many locations for planting trees in the 036 area. This includes street trees and newly planted urban forests. In addition an urban tree nursery will be constructed at 663 West Onondaga Street. \$65,000

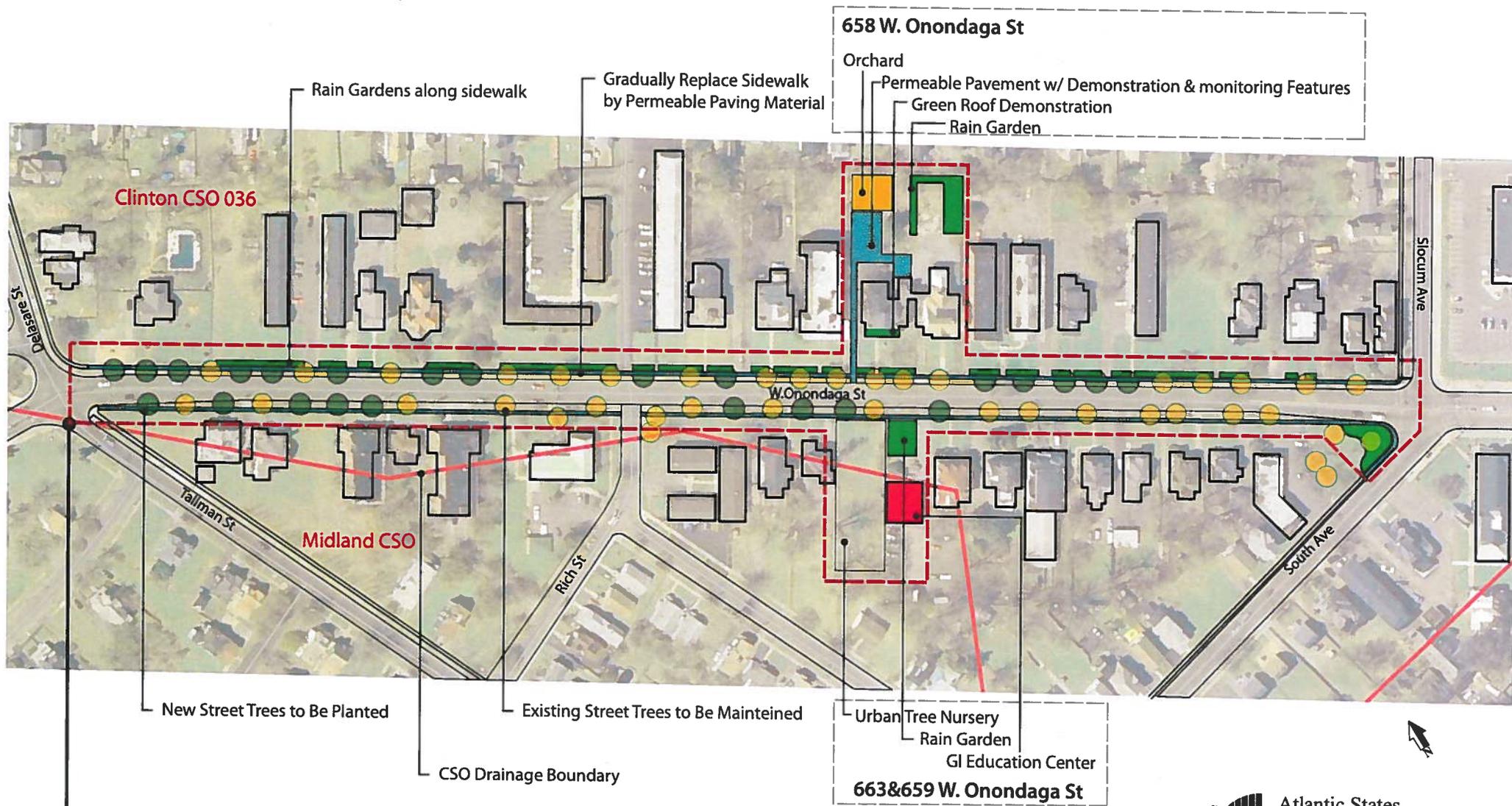
3. Rain gardens. 659 West Onondaga Street is a government owned building. The building has a flat roof which would accommodate a rain water collection system in place with the collected water used to irrigate a large rain garden in front of this building and to the west in the front part of the next lot at 663 West orange Street. The rain garden will be designed with monitoring and measuring devices in place. \$55,000
4. Pervious paving for sidewalks, driveways, and parking lots. A demonstration paving project at 658 West Onondaga Street where the main pervious paving options (concrete, asphalt, Flexipave, and pavers) can be demonstrated and tested with monitoring equipment in place. This is a building owned by an NGO, Fund for the Environment, and it is willing to have this test performed on their property. In addition, there are numerous sidewalks along West Onondaga Street in need of replacement and so various stretches of Flexipave will be put down on some of them \$75,000

Supplies and equipment: This would include those items necessary to implement above, but would not include items left on site (trees, barrels, pavement, etc.) that is already part of the above cost figures. A total of \$5,000 is set aside for this purpose. Administrative costs would be \$25,000.

Once approved, the Central New York Regional Planning Board (CNYRPB) will implement projects as soon as possible. CNYRPB will work with the ACJ parties and various committees working on the green infrastructure alternatives to CSO controls.

CNYRBD will establish a project tracking and accounting system to administer and distribute the funds for this project. CNYRPD will submit quarterly reports to the DEC Region 7 office to document project progress and expenditure of funds, and more specifically outlined in the proposed Cooperative Agreement.

Once constructed, the projects will be monitored and used as demonstration projects to highlight green infrastructure technologies and their applicability to residential communities. Signage, tours and other outreach efforts will be utilized to highlight the projects.



**W. Onondaga GI Demonstration & Education Area**



## **Appendix 2 to Agreement**

### **Village of Solvay Erosion and Sediment Control Project**

The 3.2 acre project site is located at the Solvay Youth Center, which is adjacent to the Solvay Village and Geddes Town offices on Woods Avenue. A hill in the rear of the building is severely eroding. A length of approximately 500 feet adjacent to the Youth Center parking lot is cut to an approximately 1:1 slope, and contains significant rill and gully erosion. At the south end of the crescent-shaped erosion area, the hill is approximately 100 feet high and, continuing around to the north and west, tapers off to approximately 25 feet. A preliminary analysis of storm sewer system mapping, topographic mapping, and aerial photography appears to indicate that drainage from this site enters an east-flowing ditch along Milton Avenue, which is diverted north into a closed pipe system that flows north to Industrial Drive. From here, it enters a ditch that carries storm water flow southeast along Willis Ave. to the mouth of Harbor Brook and into Onondaga Lake. Recent information from the Village suggests that the discharge may flow directly to Onondaga Lake. Using the Simple Method, the annual phosphorus load from the site is 3 lbs and the annual TSS load is 1,047 lbs.

Vegetative stabilization supplemented by biodegradable erosion control blankets/fabric, to control sediment erosion is recommended for the site. In addition to the shrub and grass vegetation, terracing will be used to improve slope stability. There is sufficient space between the toe of the slope and the parking lot for reshaping of the hillside to form terraces and/or flatten out the slope. There is also an opportunity to control both the velocity and water quality of runoff from the eroding hillside, which has also caused damage to First Street to the west of the

site. An existing drainage ditch containing some detention capacity is present along the north side of the Youth Center property. A 12" pipe exits the west side of the ditch. This pipe connects to an existing catch basin structure at the bottom of First Street where it intersects Woods Road. The ditch will be converted to a bio-retention area or Type O-1 dry swale along the north side of the parking lot with installation of an outlet structure and under-drain at its west end, where the outlet pipe currently exists. Flow from the north half of the parking lot pitches toward the ditch/swale. Although soils are mapped as HSG B at the site and drainage area, onsite observations have indicated that they are more clayey, which would necessitate the under-drain.

A cost estimate for the subject project is attached.

# Cost Estimate

Project: Youth Center Hill Stabilization and Biofilter

Date:

11/02/11

Item No.	Description	Quantity	Units	Unit Price	Item Total
020.03	Site Preparation and Clean-up	1	L.S.	\$5,000.00 /L.S.	\$5,000.00
101.02	Trenching 0-6'	120	L.F.	\$19.25 /L.F.	\$2,310.00
102.01	Excavation Below Subgrade	9	C.Y.	\$15.00 /C.Y.	\$135.00
104.01	Granular Bedding and Special Backfill	53	C.Y.	\$22.00 /C.Y.	\$1,166.00
121.01	Topsoiling	250	C.Y.	\$25.00 /C.Y.	\$6,250.00
122.03	Compost Mulch	51	M.S.F.	\$131.00 /M.S.F.	\$6,681.00
122.01	Seeding, Mulching & Fertilizer	5700	S.Y.	\$1.00 /S.Y.	\$5,700.00
124.01	Jute Mesh	5700	S.Y.	\$1.77 /S.Y.	\$10,089.00
144.01	Excavate Filter	255	C.Y.	\$10.55 /C.Y.	\$2,690.25
144.03	Peat	255	C.Y.	\$66.60 /C.Y.	\$16,983.00
311.01	12" SICPP	120	L.F.	\$22.00 /L.F.	\$2,640.00
321.02	6" Perforated Pipe SDR 35	90	L.F.	\$14.00 /L.F.	\$1,260.00
325.01	Underdrain Filter Type I	90	L.F.	\$8.00 /L.F.	\$720.00
351.01	Drainage Inlet 4' Dia.	6	L.F.	\$400.00 /L.F.	\$2,400.00
353.01	Frames & Grates (cast)	1	Ea.	\$350.00 /Ea.	\$350.00
361.01	Connect New Pipe to Existing Structure	1	Ea.	\$500.00 /Ea.	\$500.00
539.04	Driveway Repair-Asphalt with Base	70	S.Y.	\$37.00 /S.Y.	\$2,590.00

Construction Cost = **\$67,464.25**

Engineering & Legal = **\$17,540.71**

Contingency = **\$8,500.50**

Total Project Cost = **\$93,505.45**