

# STATE OF NEW YORK

8121

2025-2026 Regular Sessions

## IN ASSEMBLY

May 1, 2025

Introduced by M. of A. STIRPE -- read once and referred to the Committee on Local Governments

AN ACT creating the Oak Orchard wastewater project; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act shall be known and may be cited as the "Oak  
2 Orchard wastewater project act".

3 § 2. Definitions. For the purposes of this act, the following terms  
4 shall have the following meanings:

5 1. "Oak Orchard wastewater project" or "project" shall mean, in  
6 conformity with the requirements of this act, any and all phases of  
7 planning, development, financing, design, construction, expansion,  
8 improvements, repairs which are undertaken in whole or in part by the  
9 county for the wastewater treatment plant known as the "Oak Orchard  
10 wastewater treatment plant" located at 4300 Oak Orchard Road in the Town  
11 of Clay, Onondaga county, SBL No. 031.-01-03.0, including any other  
12 necessary improvements or expansions to the county wastewater treatment  
13 and collection system within five miles of the perimeter of the plant.

14 2. "Oak Orchard wastewater treatment plant" shall mean the parcel more  
15 particularly described as follows:

16 Beginning at a point on the division line between said lands conveyed  
17 to Joseph V. Jankowski by the first above mentioned deed on the west and  
18 lands conveyed by Scott Sitterly and Lena E. Sitterly to Green Island  
19 Contracting Corporation in Parcel No. 1 of feed dated April 24, 1970 and  
20 recorded in Onondaga County Clerk's Office on April 24, 1970 in Book of  
21 Deeds 2426 at Page 210, on the east, said point also being 400 distant  
22 southerly, measured along the division line from its intersection with  
23 the division line between lands conveyed to Joseph V. Jankowski in the  
24 first above mentioned deed, on the south, and said lands conveyed to  
25 Green Island Contracting Corporation in Parcel No. 2 of the aforemen-

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

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1 tioned deed, on the north; running thence S 3°03'04" E along said divi-  
2 sion line and its southerly prolongation, a distance of 2587.66 feet to  
3 a point on the easterly prolongation of the southerly boundary of lands  
4 conveyed by Effie J. Bush to Scott Sitterly and Lena E. Sitterly by deed  
5 dated March 1, 1994 and recorded in Onondaga County Clerk's Office on  
6 March 2, 1944, in Book of Deeds 1089 at Page 35; thence S 86°.4'06" W, a  
7 distance of 1141.86 feet to the southeast corner of said lands conveyed  
8 to Scott Sitterly and Lena E. Sitterly in the last mentioned deed;  
9 thence N 4°04'05" W along the easterly boundary of said lands conveyed  
10 to Scott Sitterly and Lena E. Sitterly, a distance of 663.82 feet to the  
11 northeast corner thereof; thence S86°28'55" W along the northerly bound-  
12 ary of said lands conveyed by Effie J. Bush to Scott Sitterly and Lena  
13 E. Sitterly, a distance of about 119 feet to the centerline of "Mud  
14 Creek"; thence northerly along the centerline of Mud Creek", as it winds  
15 and turns, a distance of about 1965 feet to its intersection with the  
16 southwest prolongation of the southeasterly boundary of lands conveyed  
17 by Owen P. Honors to Charles F. Honors and Marion F. Honors by deed  
18 dated April 8, 1972 and recorded in Onondaga County Clerk's Office on  
19 June 30, 1972 in Book of Deeds 2478 at Page 719; thence N 41°08'58" E  
20 along said prolongation and along the southeasterly boundary of said  
21 lands conveyed to Charles F. Honors and Marion F. Honors, a distance of  
22 about 595 feet to a point, said point being S 41°08'58" W, a distance of  
23 238.94 feet as measured along the southeasterly boundary from an iron  
24 pipe monument marking the most easterly corner of said lands conveyed to  
25 Charles F. Honors and Marion F. Honors; thence N 86°28'55" E, parallel  
26 to the southerly boundary of Farm Lot No. 16, a distance of 1328.39 feet  
27 to a point of beginning. Containing 74.41 acres of land more or less.

28 Subject to a Flowage Easement granted by William Lepinski and Dora  
29 Lepinske to the State of New York dated January 2, 1917 and recorded in  
30 Onondaga County Clerk's Office on January 27, 1917 in Book of Deed 455  
31 at Page 176.

32 3. "County" shall mean the county of Onondaga.

33 4. "Best value" shall mean the basis for awarding contracts for  
34 services to the proposer that optimize quality, cost and efficiency,  
35 price and performance criteria, which may include, but is not limited  
36 to:

37 (a) The quality of the contractor's performance on previous projects;

38 (b) The timeliness of the contractor's performance on previous  
39 projects;

40 (c) The level of customer satisfaction with the contractor's perform-  
41 ance on previous projects;

42 (d) The contractor's record of performing previous projects on budget  
43 and ability to minimize cost overruns;

44 (e) The contractor's ability to limit change orders;

45 (f) The contractor's ability to prepare appropriate project plans;

46 (g) The contractor's technical capacities;

47 (h) The individual qualifications of the contractor's key personnel;

48 (i) The contractor's ability to assess and manage risk and minimize  
49 risk impact; and

50 (j) The contractor's past record of encouraging women and minority  
51 owned business enterprise participation and compliance with article 15-A  
52 of the executive law.

53 Such basis shall reflect, wherever possible, objective and quantifiable  
54 analysis.

55 5. "Design-build contract" shall mean, in conformity with the require-  
56 ments of this act a contract for the design and construction of the Oak

1 Orchard wastewater project with a single entity, which may be a team  
2 comprised of separate entities.

3 6. "Procurement record" shall mean documentation of the decisions made  
4 and the approach taken in the procurement process.

5 7. "Project labor agreement" shall mean a pre-hire collective bargain-  
6 ing agreement between a contractor and a bona fide building and  
7 construction trade labor organization establishing the labor organiza-  
8 tion as the collective bargaining representative for all persons who  
9 will perform work on a project, and which provides that only contractors  
10 and subcontractors who sign a pre-negotiated agreement with the labor  
11 organization can perform project work.

12 § 3. Notwithstanding section 103 of the general municipal law or the  
13 provisions of any other law to the contrary, in conformity with the  
14 requirements of this act, and only when a project labor agreement is  
15 performed, the county may utilize the alternative delivery method  
16 referred to as a design-build contract for a project. The county shall  
17 ensure that its procurement record reflects the design-build contract  
18 process authorized by this act.

19 § 4. An entity selected by the county to enter into a design-build  
20 contract for a project shall be selected on the basis of which proposal  
21 provides the best value to the county, as follows:

22 1. The county shall issue a request for proposals for a project. The  
23 request for proposals for a project shall set forth the project's scope  
24 of work, qualifications and experience required, minimum business terms,  
25 technical requirements as well as other requirements, as determined by  
26 the county. The request for proposals shall specify the criteria to be  
27 used to evaluate the responses and the relative weight of each such  
28 criteria. Such criteria shall include the proposal's cost, the quality  
29 of the proposal's solution, the qualifications and experience of the  
30 design-build entity, adherence to minimum business terms, technical  
31 approach and other factors deemed pertinent by the county, which may  
32 include, but shall not be limited to, the proposal's project implementa-  
33 tion, ability to complete the work in a timely and satisfactory manner,  
34 operation and maintenance costs of the completed project, maintenance of  
35 traffic approach, and community impact. Any contract awarded pursuant to  
36 this act shall be awarded to a responsive and responsible entity that  
37 submits the proposal, which, in consideration of these and other speci-  
38 fied criteria deemed pertinent to the project, offers the best value to  
39 the county, as determined by the county. Nothing in this act shall be  
40 construed to prohibit the county from negotiating final contract terms  
41 and conditions including cost. As used herein, qualifications and expe-  
42 rience shall include the qualifications and experience of the design and  
43 construction team, organization, demonstrated responsibility, ability of  
44 the team or of a member or members of the team to comply with applicable  
45 requirements, including the provisions of articles 145, 147 and 148 of  
46 the education law, past record of compliance with the labor law includ-  
47 ing prevailing wage requirements under state and federal law; the past  
48 record of compliance with existing labor standards and maintaining  
49 harmonious labor relations; the record of protecting the health and  
50 safety of workers on public works projects and job sites as demonstrated  
51 by the experience modification rate for each of the last three years;  
52 the prospective proposer's ability to undertake the particular type and  
53 complexity of work; the financial capability, responsibility and reli-  
54 ability of the prospective proposer for such type and complexity of  
55 work; the prospective proposer's compliance with equal employment oppor-  
56 tunity requirements and anti-discrimination laws, and demonstrated

1 commitment to working with minority and women-owned businesses through  
2 joint ventures or subcontractor relationships; whether or not the  
3 prospective proposer or a person or entity with an interest of at least  
4 ten per centum in the prospective proposer, is debarred for having  
5 disregarded obligations to employees under the Davis-Bacon Act pursuant  
6 to 40 U.S.C. 3144 and 29 C.F.R. 5.12 and such other qualifications the  
7 county deems appropriate which may include but are not limited to  
8 project understanding, financial capability and record of past perform-  
9 ance. To the extent consistent with applicable federal law, the county  
10 shall consider, when awarding any contract pursuant to this section, the  
11 participation of: (a) firms certified pursuant to article 15-A of the  
12 executive law as minority or women-owned businesses and the ability of  
13 other businesses under consideration to work with minority and women-  
14 owned businesses so as to promote and assist participation by such busi-  
15 nesses; and (b) small business concerns identified pursuant to subdivi-  
16 sion (b) of section 139-g of the state finance law.

17 2. Notwithstanding the foregoing provisions of this section, when any  
18 person or entity is debarred for having disregarded obligations to  
19 employees under the Davis-Bacon Act pursuant to 40 U.S.C. 3144 and 29  
20 C.F.R. 5.12, such person or entity, and any firm, corporation, partner-  
21 ship or association in which the person or entity owns or controls at  
22 least ten per centum, shall be ineligible to submit a bid on or be  
23 awarded any contract authorized by this act while the name of the person  
24 or entity is published in the list of debarred contractors pursuant to  
25 40 U.S.C. 3144. The department of labor will notify the person or entity  
26 immediately of such ineligibility and such person or entity must be  
27 afforded the opportunity to appeal to the department of labor.

28 § 5. Any contract entered into pursuant to this act shall include a  
29 clause requiring that any professional services regulated by articles  
30 145, 147 and 148 of the education law shall be performed and stamped and  
31 sealed, where appropriate, by a professional licensed in accordance with  
32 such articles.

33 § 6. The construction, demolition, reconstruction, excavation, reha-  
34 bilitation, repair, renovation of a project undertaken by the county  
35 pursuant to this act shall be deemed a "public work" to be performed in  
36 accordance with the provisions of article 8 of the labor law, as well as  
37 subject to sections 200, 240, 241 and 242 of the labor law and enforce-  
38 ment of prevailing wage requirements by the New York state department of  
39 labor.

40 § 7. A project labor agreement shall be included in the request for  
41 proposals for a project, provided that, based upon a study done by or  
42 for the county, the county determines that its interest in obtaining the  
43 best work at the lowest possible price, preventing favoritism, fraud and  
44 corruption, and other considerations such as the impact of delay, the  
45 possibility of cost savings advantages, and any local history of labor  
46 unrest, are best met by requiring a project labor agreement. The county  
47 shall conduct such a study and the project labor agreement shall be  
48 performed consistent with the provisions of section 222 of the labor  
49 law. If a project labor agreement is not performed on the project: (1)  
50 the county shall not utilize a design-build contract for the project;  
51 and (2) sections 101 and 103 of the general municipal law shall apply to  
52 the project.

53 § 8. Each contract entered into by the county pursuant to this act  
54 shall comply, whenever practical, with the objectives and goals of  
55 minority and women-owned business enterprises pursuant to article 15-A  
56 of the executive law or, if a project receives federal aid, shall comply

1 with applicable federal requirements for disadvantaged business enter-  
2 prises.

3 § 9. A project undertaken by the county pursuant to this act shall be  
4 subject to the requirements of article 8 of the environmental conserva-  
5 tion law, and, where applicable, the requirements of the national envi-  
6 ronmental policy act.

7 § 10. If otherwise applicable, a project undertaken by the county  
8 pursuant to this act shall be governed by the general municipal law.

9 § 11. The submission of a proposal or responses or the execution of a  
10 design-build contract pursuant to this act shall not be construed to be  
11 a violation of section 6512 of the education law.

12 § 12. Nothing contained in this act shall limit the right or obli-  
13 gation of the county to comply with the provisions of any existing  
14 contract, including any existing contract with or for the benefit of the  
15 holders of the obligations of the county, or to award contracts as  
16 otherwise provided by law.

17 § 13. This act shall take effect immediately and shall expire and be  
18 deemed repealed ten years after such date, provided that if Onondaga  
19 county has issued requests for proposals for a project prior to such  
20 repeal, such project shall be permitted to continue under this act  
21 notwithstanding such repeal.