

COMMON COUNCIL
of the
CITY OF SYRACUSE

REGULAR MEETING – NOVEMBER 21, 2022

1:00 P.M.

- 1. *Pledge of Allegiance to the Flag – (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
- 2. *Invocation – (Led by Rev. Grace Kelley-Neal, Bethany Baptist Church, Syracuse, New York)*
- 3. *Roll Call – (All Present – 9)*
- 4. *Minutes – November 7, 2022 – (Adopted 9 – 0)*
- 5. *Petitions – (None)*
- 6. *Committee Reports – (Finance, Taxation & Assessment)*
- 7. *Communications – (From Empire State Development, the General Project Plan, together with the findings, for the Syracuse University Stadium Capital 135,078 Project in Onondaga County.)*

8. -----
UNFINISHED BUSINESS

BY COUNCILOR GREENE:

- 9-0 a. *Local Law – Amend the Tax and Assessment Act of the City of Syracuse, Section 19-48.1(8) and Section 19-70(1) and it relates to installment payments of delinquent taxes. The amendment will remove the minimum require payment of 10% of the delinquent tax amount and amend the term of installment payment to a maximum of 60 months.* **LL**

NEW BUSINESS

BY PRESIDENT HUDSON:

- 9-0 9. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2022/2023.* **27-R**

BY COUNCILOR CALDWELL:

10. **9-0** Accept – From various members and friends of the Bob Cecile Center, a donation in the amount of \$200, in memory of the late Helen Norvel, a former City employee. **772**
11. **9-0** Agreement – With the Onondaga Valley Lacrosse Association, to provide services related to the out-of-school time Sports Clinic (Lacrosse), as part of the City's 2022-2023 School Year recreation program at various City Park facilities, from December 1, 2022-June 30, 2023. The agreement will provide clinic coaches to plan and lead youth lacrosse clinics, along with providing stipends for coaches, curriculum development at a rate of \$25 per instructor hours, along with clinic supplies. The Total cost not to exceed \$3,000, charged to Account #01.71400.541500. **773**

BY COUNCILOR GREENE:

12. **9-0** Amend – Ord. #680 (10/22/20218), “Authorize – The Department of Assessment to retain an appraiser (Michael Egnoto Appraisal Research Inc., forty-nine (49) unit senior citizen apartment building located at 1025 Sunnycrest Road). Total cost not to exceed \$2,500”. Amend to update the appraisal fee to not to exceed \$10,000, from Account #13550.01.541500. **774**
13. **9-0** Authorize - An Exemption Agreement with Rochester's Cornerstone Group, Ltd Housing Development Fund Corporation aka the Eastwood Heights Housing Development Fund Corporation (the Corporation”) pursuant to Section 573 and Section 577 Article 11 of the New York Private Housing Finance Law and Section 402 of the New York Not-For-Profit Corporation Law, that involves the property located at 1025 Sunnycrest Road (SBL 027.-09-01.1), commonly known as Eastwood Heights (the “Property”). The Property has been owned by the City of Syracuse (the City”) and leased and operated by Syracuse Housing Authority (“SHA”) as a senior housing complex for several decades. The Corporation proposes to lease the Property from SHA after SHA purchased the Property from the City, to extensively renovate the Property, preserving the 49 units of senior housing. The term would be for the period of fifteen (15) years based on 10% of annual gross revenue minus utilities, or \$26,950, whichever is greater. **775**
14. **9-0** Agreement - With WCNY to provide video production services necessary for Live Streaming of various public meetings and hearings held in the Common Council Chambers, including the annual State of the City address presented to the Council by the Mayor, for the term of 5 years, effective December 1, 2022-November 30, 2027. Total cost not to exceed \$62,496 for the first year, with a cost increasing by two (2%) each year for the second, third, fourth, and fifth years, as detailed in the legislation. All costs associated will be charged to Account #595860.01.90000. **776**

- 9-0 15. Agreement – With the Downtown Committee of Syracuse Inc., for the “Annual Installations of Holiday Decorations”, to include retaining a subcontractor to furnish, install, remove, maintain, and provide electrical hookups for decoration on various streets downtown, for the period of November 2022-January 2026. Total cost not to exceed \$76,000, from the Miscellaneous Celebrations Account #595500.01.90000 to be paid in three (3) installment payments, as detailed in the legislation. **777**
- 9-0 16. Appropriate Funds – From Account #595940.01.90000, the amount of \$10,000 and enter into an agreement with Leadership Greater Syracuse, to support the 2022/2023 LGS Flagship Program. **778**

BY COUNCILOR PANIAGUA:

- T 17. Local Law – Of the City of Syracuse to amend the July 1, 2020- June 30, 2021, and July 1, 2021–June 30, 2022, City Budgets to reflect the salary increase for Unit 6 Confidential Employees, pursuant to a Labor Agreement between the City of Syracuse and CSEA. (Retroactive 3% salary increase effective January 1, 2021, and a retroactive 3% salary increase effective January 1, 2022). **T**

BY COUNCILOR GETHERS:

- 9-0 18. Agreement - With Appel Osborne Landscape Architecture for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **779**
- 9-0 19. Agreement - With Ashley McGraw Architects for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **780**
- 9-0 20. Agreement - With Holmes, C & S Companies for General Architectural/Engineering Services. Total amount not to exceed \$5,000,000. **781**
- 9-0 21. Agreement - With CHA Consulting, Inc., for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **782**
- 9-0 22. Agreement - With RAM-TECH Engineers, for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **783**
- 9-0 23. Agreement - With RSA Architects for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **784**
- 9-0 24. Agreement - With VIP Architectural Associates for General Architectural/Engineering Services. Total amount not to exceed \$1,000,000. **785**
- 9-0 25. Approve - Participation in the Central New York (CNY) Regional Planning and Development Board’s Proposal for the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program Year 15 (2023). Total cost not to exceed \$3,600 from Account #541500.06.81100. **786**

- WD** 26. *Permission – (revocable) To Flock Group Inc., to construct, own, operate and maintain a Flock Safety Automatic License Plate Reading (ALPR) Camera on a New Pole in the City right-of-way for the Onondaga County Sheriff's office, at the intersection of Teall Avenue and Grant Boulevard (1804 Teall Avenue).* **WD**
- 9-0** 27. *Accept – The Reconstruction of the city-owned 10-inch (10”) water main, from the New York State Dormitory Authority (DASNY) and the Office of Mental Health (OMH), located in Madison Street between Almond Street and Irving Avenue, as part of the DASNY Project 345170: Phase I Overall Site Improvements, located at Hutchings Psychiatric Center, 629 Madison Street, at no cost to the City.* **787**
- 9-0** 28. *Agreement – With GHD Consulting Services, Inc. for the design of the Intake #2 Extension, on behalf of the Department of Water, to address turbidity concerns, from the date of execution for the period of 835 days. Total cost not to exceed \$893,972, charged to Account #08.800052121.* **788**
- 9-0** 29. *Intermunicipal Agreement – With Onondaga Community College, on behalf of the Department of Public Works, for Employees to take credit-bearing courses that includes Introduction to Welding (AET-195), as detailed in the legislation, for a term of one (1) year commencing on January 1, 2023-December 31, 2023, with two (2) one-year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$10,000 per year, from Account #01.51320.541620 or an account designated by the Commissioner of Finance.* **789**
- 9-0** 30. *Amend – Ord. #364 (06/06/2022), “Purchase w/c/b – From S & W Fuel Island, repairs service and parts, on behalf of the Department of Public Works, for the period of July 1, 2022 - June 30, 2023. Total cost not to exceed \$15,000 to be charged to Account #540210.01.51320, #540220.01.51320 and/or #540511.01.51320”. Amend the not to exceed amount to \$50,000, relative to unanticipated repairs due to DEC and EPA compliance.* **790**

BY COUNCILOR HOGAN:

- 9-0** 31. *Special Permit - To approve an Indoor Amusement and Recreation located at 3020-3040 (AKA 3030) Erie Boulevard East and 114-122 Headson Drive. One person spoke in favor, and no one spoke in opposition to the proposal. The Planning Commission granted two (2) waivers regarding parking and signage regulations. Ellen Goldberg, applicant. Erie Realty Holding, LLC, owner.* **Gen. #21**

BY COUNCILOR MAJOK:

- 9-0** 32. *Agreement – With Zero Abuse Project, to instruct training to the Syracuse Police Department regarding how to recognize signs and symptoms of abuse and maltreatment in children, how to listen and response to a child's needs, and practical skills to better communicate with children, for the period of July 1, 2022-June 30, 2023. Total cost not to exceed \$6,150, charged to Account #542500.01.31230* **791**

9-0 33. *Lease Agreement – With the property owner of a 62,217 square foot section of office/warehouse space in a building owned by the entity, on behalf of the Department of Police, for period of two (2) years with two (2) five (5) year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$155,000 annually, with a rent increase up to 15% per renewal, as detailed in the legislation, to be charged to an account determined by the Commissioner of Finance. SPD has been renting on a month-to month basis since 2003 and the owner is willing to make significant repairs to SPD’s space under a new agreement.* **792**

9-0 34. *Amend – Ord. #41 (02/07/2022), “Authorize – The City of Syracuse to enter into a Labor Agreement with the Syracuse Firefighters Association, Local 280, International Association of Firefighters, AFL-CIO, CLC, for five (5) and a-half years, for the period of January 1, 2021-June 30, 2026. Effective 01/01/21 3% general wage increase. Effective 01/01/26 1.5% general wage increase. Healthcare contributions and other terms are detailed in the ordinance”. Amend to include a Memorandum of Understanding (MOU), to authorize the Fire Department to transition from twelve (12) hour shifts to twenty-four (24) hour shifts to properly staff an ambulance to help address a gap in services for City residents. The MOU is on file with the City Clerk.* **793**

BY COUNCILOR ALLEN:

H 35. *Sell – All right, title, and interest of the City of Syracuse in and to the premises known as 214 State Street North & Willow Street East, a brick building, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**

9-0 36. *Sell – All right, title, and interest of the City of Syracuse in and to the premises known as 331 Salina Street South, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **794**

Syracuse Common Council
Adjourned at 1:10 PM

8a. 23

Local Law No.
City of Syracuse

2022

**A LOCAL LAW OF THE CITY OF SYRACUSE
AMENDING SECTIONS 19-48.1 (8) AND 19-70(1)
OF THE TAX AND ASSESSMENT ACT OF THE
CITY OF SYRACUSE, AS AMENDED, RELATIVE
TO INSTALLMENT PAYMENTS OF
DELINQUENT TAXES**

BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

Section 1. Section 19-48.1 (8) of the Tax and Assessment Act of the City of Syracuse, as amended, which reads as follows:

Sec. 19-48.1. Public auction process for tax delinquent properties.

- (8) The department of assessment and the department of finance shall compute and make available to property owners and other interested persons the amounts due with interest, fees and penalties to redeem the subject property and remove the property from the public auction. Payment shall be required in the full amount, including expenses described in paragraph (6) above, by certified check or cash on or before the last business day before the date of the public auction specified in the public auction notices issued pursuant to this section. Notwithstanding the terms of this paragraph, eligible property owner(s) may be permitted to enter into an installment payment contract (commonly referred to as a tax trust agreement) at the discretion of the commission of finance in accordance with the terms of Section 47-a of the city of Syracuse Tax and Assessment Act [section 19-70 hereof]. Such installment payment contract shall require a minimum downpayment of ten (10) percent of the delinquent tax amount, including interest, fees and penalties and expenses required by paragraph (6) above, where applicable. Such installment payment contract must be entered into on or before the last business day prior to the actual auction date in order to qualify the property for removal from the public auction.

is amended to read as follows:

Sec. 19-48.1. Public auction process for tax delinquent properties.

- (8) The department of assessment and the department of finance shall compute and make available to property owners and other interested persons the amounts due with interest, fees and penalties to redeem the subject property and remove the property from the public auction. Payment shall be required in

the full amount, including expenses described in paragraph (6) above, by certified check or cash on or before the last business day before the date of the public auction specified in the public auction notices issued pursuant to this section. Notwithstanding the terms of this paragraph, eligible property owner(s) may be permitted to enter into an installment payment contract (commonly referred to as a tax trust agreement) at the discretion of the commission of finance in accordance with the terms of Section 47-a of the city of Syracuse Tax and Assessment Act [section 19-70 hereof]. Such installment payment contract must be entered into on or before the last business day prior to the actual auction date in order to qualify the property for removal from the public auction.

Section 2. Section 19-70. (1) of the Tax and Assessment Act of the City of Syracuse, as amended, which reads as follows:

Sec. 19-70. Installment payment of delinquent taxes.

- (1) *When delinquent taxes may be paid in installments.* When any city taxes, including any assessments for local improvements, upon any real property in the city of Syracuse shall have remained delinquent and unpaid until such real property has been sold for such unpaid taxes or assessments and a certificate or certificates have been taken therefor, the commissioner of finance may permit payment of such delinquent taxes and assessments and the fees and penalties thereon in such monthly installments as may be necessary to ensure full payment thereof within a period not to exceed the total number of months for which there are such delinquent and unpaid taxes and assessments, or sixty (60) months, whichever is shorter.

is amended to read as follows:

Sec. 19-70. Installment payment of delinquent taxes.

- (1) *When delinquent taxes may be paid in installments.* When any city taxes, including any assessments for local improvements, upon any real property in the city of Syracuse shall have remained delinquent and unpaid until such real property has been sold for such unpaid taxes or assessments and a certificate or certificates have been taken therefor, the commissioner of finance may permit payment of such delinquent taxes and assessments and the fees and penalties thereon in such monthly installments as may be necessary to ensure full payment thereof within a period not to exceed sixty (60) months.

Section 3. This local law shall take effect immediately subject to the provisions of the Municipal Home Rule Law of the State of New York.

Ja. 23



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2022

Bradley O'Connor
Commissioner of
Finance

Michael Cannizzaro
First Deputy
Commissioner

Veronica Voss
Deputy Commissioner

Patricia K. McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation – Local Law amendment to the Tax and Assessment Act of the City of Syracuse (L. 1906, CH. 75) in relation to installment payments of delinquent taxes

Dear Ms. McBride:

Please prepare a local law to be placed on the agenda for the next regularly scheduled Common Council meeting to amend Section 19-48.1(8) and Section 19-70 of the City of Syracuse Tax and Assessment Act as follows:

Section 19-48.1(8):

Remove the following: "Such installment payment contract shall require a minimum downpayment of ten (10) percent of the delinquent tax amount, including interest, fees and penalties and expenses required by paragraph (6) above, where applicable."

Section 19-70(1):

Amend the term of installment payments to a maximum of sixty (60) months.

Sincerely,

Bradley O'Connor
Commissioner of Finance

Department of Finance
233 E. Washington St
City Hall, Room 128
Syracuse, N.Y. 13202

Office 315 448 8279
Fax 315 448 8424

www.syr.gov.net

cc: Frank Caliva, Chief Administrative Officer
Veronica Voss, Deputy Commissioner of Finance

Ordinance No.

2022

**ORDINANCE AUTHORIZING ACCEPTANCE OF
A DONATION OF FUNDS OF \$200.00 FROM
MULTIPLE DONORS IN MEMORY OF THE
LIFE OF HELEN NORVEL**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance of a donation of \$200.00, from multiple donors, in memory of the life of Helen Norvel who was a City employee; said funds shall be used by the Department of Parks, Recreation and Youth Programs to support the operation of the Bob Cecile Center; and the Commissioner of Finance is hereby authorized to deposit the same into a trust account with said funds to be dedicated for use only at the Bob Cecile Center.



SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Julie LaFave
Commissioner

Patricia McBride, City Clerk
City Hall, Room 231
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Mc Bride:

Please prepare legislation for the next Common Council Meeting to accept multiple monetary donations from members and friends of the Bob Cecile Center. Helen Norvel, who was a City employee working at the Bob Cecile Center, recently passed away. It was the wishes of the family that donations be made to the Center in her honor.

Donations will be deposited into a Trust Account dedicated for use only at the Bob Cecile Center. Donation amount is \$200 between multiple donors.

If you have any questions or comments regarding this, please contact our office.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

Ordinance No.

2022

ORDINANCE AUTHORIZING AN AGREEMENT WITH ONONDAGA VALLEY LACROSSE ASSOCIATION FOR PROVIDING SERVICES RELATIVE TO OUT-OF-SCHOOL TIME SPORTS CLINICS (LACROSSE) AS PART OF THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS' 2022-2023 SCHOOL YEAR RECREATION PROGRAM

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with Onondaga Valley Lacrosse Association for providing services related to out-of-school time Sports Clinics (Lacrosse) as part of the Department of Parks, Recreation and Youth Programs' 2022-2023 School Year recreation Program; and

BE IT FURTHER ORDAINED, that said agreement covers the provision of stipends for coaches and curriculum development at a rate of \$25 per instructor hour and all the necessary equipment for the program, with the classes to be offered between December 1, 2022 and June 30, 2023, at various City park facilities; and

BE IT FURTHER ORDAINED, that said agreement shall have a not to exceed cost of \$3,000.00 to be charged to Recreation Account #01.71400.541500; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS
CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Julie LaFave
Commissioner

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the City to enter into an agreement with the Onondaga Valley Lacrosse Association to provide services related to out-of-school time Sports Clinics (Lacrosse), as part of the City's 2022-2023 School Year recreation program

Under this agreement the Onondaga Valley Lacrosse Association will provide clinic coaches to plan and lead youth lacrosse clinics as part of the afterschool recreation program and during school breaks, at various city park facilities. Clinics may be scheduled and offered from December 1, 2022 – June 30, 2023. This agreement will cover provision of stipends for coaches and curriculum development at a rate of \$25 per instructor hour, as well as for clinic supplies.

Clinics will be offered to youth at no cost.

The total cost of this agreement, not to exceed \$3,000.00, will be charged to budget account # 01.71400.541500.

Please call me if you have any questions.

Sincerely,

Julie LaFave
Commissioner

Syracuse Department
of Parks, Recreation
& Youth Programs
412 Spencer Street
Syracuse, N.Y. 13204

Office 315 473 4330
Fax 315 428 8513


www.syrgov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: November 7, 2022
SUBJECT: Agreement with the Onondaga Valley Lacrosse Association

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with the Onondaga Valley Lacrosse Association to provide services related to out-of-school time Sports Clinics (Lacrosse), as part of the City's 2022-2023 School Year recreation program.

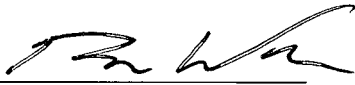
Under this agreement the Onondaga Valley Lacrosse Association will provide clinic coaches to plan and lead youth lacrosse clinics as part of the afterschool recreation program and during school breaks, at various city park facilities. Clinics may be scheduled and offered from December 1, 2022 – June 30, 2023. This agreement will cover provision of stipends for coaches and curriculum development at a rate of \$25 per instructor hour, as well as for clinic supplies.

Clinics will be offered to youth at no cost.

The total cost of this agreement, not to exceed \$3,000 will be charged to budget account #01.71400.541500.

If you agree to enter into this agreement, please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

11/9/22

Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO. 680-2018 AUTHORIZING THE COMMISSIONER OF ASSESSMENT TO RETAIN AN APPRAISER

BE IT ORDAINED, that Ordinance No. 680-2018 is hereby amended to read as follows:

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has approved the retention of the licensed real estate appraiser listed below pursuant to the aforementioned section; NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Assessment be and he hereby is authorized to retain the licensed real estate appraiser listed below to appraise the property indicated for the stated fee:

<u>APPRAISER</u>	<u>PROPERTY ADDRESS</u>	<u>PROPERTY TYPE</u>	<u>FEE</u>
Michael Egnoto Appraisal Research, Inc.	1025 Sunnycrest Road	49 unit senior citizen apartment building	\$10,000.00*

; and

BE IT FURTHER ORDAINED, that the aforementioned fee will be charged to Account # 13550.01.541500 or another appropriate account to be determined by the Commissioner of Finance.

_____ = new material

* previously read \$2,500.00



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Matthew D. Oja
Commissioner

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Patricia K. McBride
City Clerk
230 City Hall
Syracuse, New York 13202

Re: Request for Legislation

Dear Ms. McBride:

The Department of Assessment requests that Ordinance Number 680 of 2018 be amended to authorize an update to the appraisal prepared for 1025 Sunnycrest Road, a City-owned senior apartment complex

The ordinance should authorize a fee not to exceed \$10,000 for a self-contained report prepared by Michael Egnoto of Appraisal Research, Inc.; the fee will be charged to account number 13550.01.541500.

Sincerely,

Matthew D. Oja
Commissioner of Assessment

**Department of
Assessment**
233 E. Washington St
City Hall, Room 130
Syracuse, N.Y. 13202

Office 315 448 8270
Fax 315 448 8190

assessment@syrgov.net

ORDINANCE AUTHORIZING A TAX EXEMPTION AGREEMENT BETWEEN THE CITY OF SYRACUSE AND A HOUSING DEVELOPMENT CORPORATION TO BE KNOWN AS THE EASTWOOD HEIGHTS HOUSING DEVELOPMENT FUND CORPORATION (THE “CORPORATION”) FOR FORTY-NINE (49) AFFORDABLE HOUSING UNITS

WHEREAS, Rochester’s Cornerstone Group, Ltd, is forming a Housing Development Corporation to be known as the Eastwood Heights Housing Development Fund Corporation (the “Corporation”) pursuant to Section 573 and Section 577 of Article XI of the New York Private Housing Finance Law (the “Act”) and Section 402 of the New York State Not-For-Profit Corporation Law; and

WHEREAS, the Corporation will be formed for the purpose of continuing the operation and maintenance of forty-nine (49) affordable housing units at the property located at 1025 Sunnycrest Road, Syracuse New York (the “Property”); and

WHEREAS, the Property is owned by the City of Syracuse and leased and operated by the Syracuse Housing Authority (“SHA”) as a senior housing complex for several decades; and

WHEREAS, the Corporation proposes to lease the Property from SHA after SHA purchases the Property from the City; and

WHEREAS, the Corporation, to enable it to operate and extensively renovate the Property, has requested that the City of Syracuse, pursuant to the Act, grant a real property tax exemption for the Property, and enter into a tax exemption agreement (the “Agreement”) with the Corporation;

NOW THEREFORE,

BE IT ORDAINED, contingent upon there being no money due and owing to the City of

Syracuse by SHA or the Corporation, that a real property tax exemption for the Property pursuant to the Act, is hereby authorized; and

BE IT FURTHER ORDAINED, that the Property shall be fully exempt upon the tax rolls of the City of Syracuse from all ad valorem real property taxes, but shall not be exempt from special assessments or other municipal and school district charges; and

BE IT FURTHER ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he is hereby authorized to enter into the Agreement with the Corporation, for the Property; and

BE IT FURTHER ORDAINED, that in consideration of the City granting the Corporation a real property tax exemption for the Property and entering into the Agreement, the Corporation shall make payments to be calculated each year based upon the difference of the gross rent minus utilities multiplied by 10% or \$26,950, whichever is greater; and

BE IT FURTHER ORDAINED, that the Corporation will be required to provide an annual accounting of the gross rents and utilities to the City of Syracuse Finance Department; and

BE IT FURTHER ORDAINED, that the agreement shall take effect on the first taxable status date following transfer to the SHA and subsequent lease to the Corporation, that the Agreement shall be for a term of fifteen (15) years and shall contain such other terms and conditions as shall be determined by the Corporation Counsel to be in the best interest of the City of Syracuse.



13

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

November 21, 2022

Matthew D. Oja
Commissioner

Patricia K. McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Re: Request for Legislation to Authorize a Tax Exemption Pursuant to the New York State Private Housing Finance Law with a Housing Development Fund Corporation to be formed by Rochester's Cornerstone Group, Ltd. that shall be known as Eastwood Heights Housing Development Fund Corporation

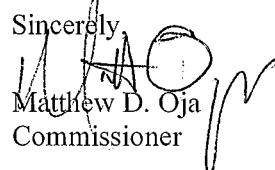
Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the City of Syracuse to enter into a tax exemption agreement pursuant to Section 573 and Section 577 of Article 11 of the New York State Private Housing Finance Law and Section 402 of the New York State Not-For-Profit Corporation Law with a Housing Development Corporation to be formed by Rochester's Cornerstone Group, Ltd., to be known as the Eastwood Heights Housing Development Fund Corporation (the "Corporation"). The tax exemption agreement shall involve the improved portion of the property at 1025 Sunnycrest Road (SBL 027.-09-01.1), commonly known as Eastwood Heights (the "Property").

The Property has been owned by the City of Syracuse ("the City") and leased and operated by the Syracuse Housing Authority ("SHA") as a senior housing complex for several decades. The Corporation proposes to lease the Property from SHA after SHA purchases the Property from the City. This exemption will enable the Corporation to extensively renovate the Property, resulting in the creation of a planned 53 units of much-needed senior housing in a neighborhood that has experienced steady appreciation in recent years.

This agreement with the Corporation would be for a term of fifteen (15) years and would not exempt it from special assessments or charges on the properties. The Corporation's payments to the City would be calculated each year based on the standard shelter rent formula equal to (a) ten percent (10%) of annual gross revenues minus utilities or (b) \$29,150, whichever is greater.

Sincerely,


Matthew D. Oja
Commissioner

**Department of
Assessment**

233 E. Washington St
City Hall, Room 130
Syracuse, N.Y. 13202

Office 315 448 8270
Fax 315 448 8190

assessment@syrgov.net

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2



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: November 7, 2022
SUBJECT: Tax Exemption Agreement with Eastwood Heights Housing Development Fund Corporation

Julie Castellitto
Assistant Director

On behalf of the Department of Assessment, I am requesting the City of Syracuse to enter into a tax exemption agreement pursuant to Section 573 and Section 577 of Article 11 of the New York State Private Housing Finance Law and Section 402 of the New York State Not-For-Profit Corporation Law with a Housing Development Corporation to be formed by Rochester's Cornerstone Group, Ltd., to be known as the Eastwood Heights Housing Development Fund Corporation (the "Corporation"). The tax exemption agreement shall involve the improved portion of the property at 1025 Sunnycrest Road (SBL 027.-09-01.1), commonly known as Eastwood Heights (the "Property").

The Property has been owned by the City of Syracuse ("the City") and leased and operated by the Syracuse Housing Authority ("SHA") as a senior housing complex for several decades. The Corporation proposes to lease the Property from SF1A after SHA purchases the Property from the City. This exemption will enable the Corporation to extensively renovate the Property, preserving 49 units of much-needed senior housing in a neighborhood that has experienced steady appreciation in recent years.

This agreement with the Corporation would be for a term of fifteen (15) years and would not exempt it from special assessments or charges on the properties. The Corporation's payments to the City would be calculated each year based on the standard shelter rent formula equal to (a) ten percent (10%) of annual gross revenues minus utilities or (b) \$26,950, whichever is greater.

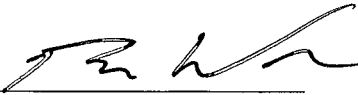
Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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Mayor Ben Walsh
City of Syracuse, New York

11/9/22
Date

**ORDINANCE AUTHORIZING CONTRACT
WITH PUBLIC BROADCASTING COUNCIL OF
CENTRAL NEW YORK, INC. (WCNY)
RELATIVE TO PROVIDING SERVICES TO
RECORD AND LIVE STREAM MEETINGS,
HEARINGS AND OTHER CITY ADDRESSES**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Public Broadcasting Council of Central New York, Inc. (WCNY), under the following terms:

- (1) Public Broadcasting Council of Central New York, Inc. (WCNY) shall provide professional services for the City of Syracuse to record and live stream various City public meetings, hearings, and other similar events, including but not limited to: Study Sessions, Voting Meetings, Budget Hearings, Committee Meetings and other hearings held by the Common Council; other meetings and presentations held in the Common Council Chambers in City Hall; and the annual State of the City address presented to the Common Council by the Mayor of the City of Syracuse; and
- (2) This contract will be for a period of five (5) years effective December 1, 2022 through November 30, 2027; and
- (3) The City shall pay to Public Broadcasting Council of Central New York, Inc. (WCNY) an amount not to exceed \$62,496.00 for the first year of the agreement, with the cost increasing by 2% for each of the next four (4) years of the agreement for a total cost not to exceed \$325,232.00 for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that said agreement shall be in substantially the same form as the document attached hereto as Appendix "A" and shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to the Internet and Networking Services Account #595860.01.90000 or another appropriate account to be determined by the Commissioner of Finance.

EXHIBIT "A"

Scope of Services

Syracuse Common Council Chambers/City Hall Video Production from WCNY

WCNY will collaborate with the City of Syracuse to capture, record and create content and content files of the Common Council of the City of Syracuse, which includes Study Sessions, Voting Meetings, Budget Hearings, Committee Meetings and other hearings held by the Common Council as well as other meetings and presentations as designated by the City, including the annual State of the City address presented to the Common Council by the mayor of the City.

Scheduling

At the commencement of this agreement, the City of Syracuse will provide to WCNY an annual schedule of Common Council monthly meetings and regularly scheduled work sessions, as well as any other regularly scheduled meetings to be live streamed and will continue to provide these schedules through the length of the agreement. The City of Syracuse will provide any updates of these schedules as they become available.

The City of Syracuse will provide WCNY a schedule of all scheduled events intended for production by WCNY no less than one month before the production.

The City of Syracuse will provide WCNY with notice of any unscheduled events intended for production by WCNY no less than 48-hours before the production.

Operation

WCNY will be the lead service provider of this video production service, utilizing four (4) HD video cameras that are the property of the City of Syracuse. WCNY will own, operate and maintain the video production switcher and related equipment.

Cameras will be mounted in Council Chambers and other City government selected in coordination with WCNY in order to capture the business of Common Council and other local government activities in areas where the cameras cannot be obstructed by existing structures or by people who may be seated or standing in the locations. Cameras will be connected to a switcher and a fiber system that will allow WCNY to capture produce and record this content.

Normal operations to support this service will require the use of a video production switcher located at WCNY's Broadcast and Education Center. If required, WCNY may have to locate the video production switcher temporarily on-site in City Hall in a portable fashion due to the required telecommunications connectivity between City Hall and WCNY's facility not being available.

WCNY will provide for the City of Syracuse:

1. the core television technology to include the switcher, all labor, captioning services, streaming services for up to 50 simultaneous streams, appropriate editing and file preparation for upload and delivery to City and County video hosting services, and overall domain expertise in the area of broadcast and video production
2. the single point of contact for the entire project and process including the City and County purchased cameras.

The City of Syracuse will provide for this collaboration a lead technical liaison who will be available for support of all productions at City Hall. This includes availability the day before any scheduled production, the day of any scheduled production and for consultation in planning all productions, scheduled and unscheduled.

The city's lead technical liaison is also responsible for identifying the city's current media file technical specifications if applicable.

WCNY Access to City Government Facilities

Based upon the provided schedule or events authorized by the city, WCNY will have full access to City government facilities required for production of content. This includes:

- Pre-production of events, during both City government business and non-business hours.
- Production of events during council business and events, during both City government business and non-business hours
- Post-production of events, during both City government business and non-business hours

Access outside of the scheduled or requested times must be arranged and approved through the office of the City Clerk. WCNY staff will check in with security when entering and exiting the building. The City will provide a single parking spot for WCNY in support of on-site productions when required.

Remote Service

The City of Syracuse undertakes this agreement with the commitment to provide technical capacity for WCNY to remotely produce content from City government facilities. This includes the installation of a system by which to make this remote service possible. More specifically, this will include a dedicate communications link with a minimum bi-directional bandwidth capacity as follows:

- 10Mb/s per camera (4 cameras x 10Mb/s = 50 Mb/s)
- 10Mb/s management/remote control of cameras

- 10Mb/s Live Video Source at the connection panel in City Hall

Given the above specifics, 100Mb/s bi-directional connection will suffice.

As current regulation from the FCC required, Closed Captioning will only be done on the recorded content for later on-demand playback – not for the live streaming.

WCNY Content Production

The City of Syracuse grants to WCNY shared rights to content produced by WCNY as part of this service so that WCNY may utilize content for news and editorial purposes on its media platforms, including, but not limited to:

- Television
- Radio
- Print
- Digital
- Online

The City of Syracuse Office of the Mayor retains the right to review and approve any non-news editorial usages of the content.

Service Fees

The costs associated to WCNY providing these services and support for this project will be based upon a five (5) Year OpEx model. There will be no upfront Capital Investment required by the City other than the cameras and miscellaneous equipment being purchased.

The City is purchasing a service comprised of 200 hours of finished video production throughout the entire calendar year. Hours will be tracked in increments no less than .25 hour.

The cost of this service is based upon a five (5) year contract, with the first year cost not to exceed \$62,496.00 which shall be billed in equal monthly installments of \$5,208.00, with the first installment to be charged December 1, 2022. The City has agreed to pay on Net 45 billing terms. Beginning December 1, 2023 and continuing through the remainder of the Term of this Agreement, the City will be billed monthly at a two percent increase with the City agreeing to pay on Net 45 billing terms. There will be a report provided monthly of hours used in the month being billed along with hours left that are available to be used based upon a year end date for each year.

For every hour of service required beyond 200 hours, the overage cost per hour of content (inclusive of any related services or format preparation) is \$175. This overage charge will be billed on a monthly basis which the City agrees to pay on Net 45 billing terms.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

November 8, 2022

Timothy M. Rudd
Director

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

Julie Castellitto
Assistant Director

Re: Request for Legislation authorizing a waiver of the RFP process to enter a five (5) year Agreement between the City of Syracuse and Public Broadcasting Council of Central New York, Inc. (WCNY), relative to providing the video production services necessary for Live Streaming of various public meetings and hearings held in the Common Council Chambers

Dear Ms. McBride,

Please place on the next agenda for the next meeting of the Common Council, a request for legislation authorizing the City of Syracuse to waive the RFP process and to enter into an agreement with the Public Broadcasting Council of Central New York, Inc. for the provision of services necessary for Live Streaming of various public meetings and hearings held in the Common Council Chambers (hereinafter referred to as the "Streaming Agreement"). This Agreement continues the relationship established between the City and WCNY in 2018, when the City began to live stream its public meetings.

As detailed in the Scope of Services attached hereto as Exhibit "A", WCNY will provide video production services relative to the broadcast of meetings of the Common Council of the City of Syracuse, which includes Study Sessions, Voting Meetings, Budget Hearings, Committee Meetings and other hearings held by the Common Council, as well as other meetings and presentations held in the Common Council Chambers in City Hall, as designated by the City including the annual State of the City address presented to the Common Council by the mayor of the City. The meetings will be captured, live streamed, captioned and provided online to be viewed by the general public and to meet record retention requirements.

The term of the agreement shall be for five (5) years, effective as of December 1, 2022 through November 30, 2027. The cost for all services to be provided shall not exceed \$62,496.00 for the first year of the agreement, with the cost increasing by two percent (2%) each year for the second, third, fourth, and fifth years of the agreement. The City is purchasing a service comprised of 200 hours of finished video production throughout the entire calendar year. Hours will be tracked in increments no less than .25 hour. For every hour of service required beyond 200 hours, the overage cost per hour of content (inclusive of any related services or format preparation) is \$175. This overage charge will be billed on

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233 E Washington St
Room 213
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Office 315 448-8252
Fax 315 448-8116

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a monthly basis which the City agrees to pay on Net 45 billing terms.

All costs associated with this Agreement shall be charged to Budget Account #595860.01.90000 or to another appropriate Budget account as designated by the Commissioner of Finance.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy M. Rudd', written over a horizontal line.

Timothy M. Rudd
Director of Management and Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: November 18, 2022
SUBJECT: Waiver of the RFP Process to Enter an Agreement with Public Broadcasting Council of Central New York, Inc. (WCNY)

Julie Castellitto
Assistant Director

On behalf of the Office of Management and Budget, I am requesting the City waive the RFP process and enter into an agreement with the Public Broadcasting Council of Central New York, Inc. for the provision of services necessary for Live Streaming of various public meetings and hearings held in the Common Council Chambers (hereinafter referred to as the "Streaming Agreement"). This Agreement continues the relationship established between the City and WCNY in 2018, when the City began to live stream its public meetings.

As detailed in the Scope of Services attached hereto as Exhibit "A", WCNY will provide video production services relative to the broadcast of meetings of the Common Council of the City of Syracuse, which includes Study Sessions, Voting Meetings, Budget Hearings, Committee Meetings and other hearings held by the Common Council, as well as other meetings and presentations held in the Common Council Chambers in City Hall, as designated by the City including the annual State of the City address presented to the Common Council by the mayor of the City. The meetings will be captured, live streamed, captioned and provided online to be viewed by the general public and to meet record retention requirements.

The term of the agreement shall be for five (5) years, effective as of December 1, 2022 through November 30, 2027. The cost for all services to be provided shall not exceed \$62,496.00 for the first year of the agreement, with the cost increasing by two percent (2%) each year for the second, third, fourth, and fifth years of the agreement. The City is purchasing a service comprised of 200 hours of finished video production throughout the entire calendar year. Hours will be tracked in increments no less than .25 hour. For every hour of service required beyond 200 hours, the average cost per hour of content (inclusive of any related services or format preparation) is \$175. This average charge will be billed on a monthly basis which the City agrees to pay on Net 45 billing terms.

All costs associated with this Agreement shall be charged to Budget Account #595860.01.90000 or to another appropriate Budget account as designated by the Commissioner of Finance.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

11/18/22
Date

Office of Management and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
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Ordinance No.

2022

ORDINANCE AUTHORIZING AN AGREEMENT WITH THE DOWNTOWN COMMITTEE OF SYRACUSE, INC. TO PROVIDE HOLIDAY DECORATIONS IN DOWNTOWN SYRACUSE FOR THE FISCAL YEARS 2022/23, 2023/24, 2024/25, AND 2025/26

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the Downtown Committee of Syracuse, Inc. relative to providing holiday decorations in downtown Syracuse for the fiscal years 2022/23, 2023/24, 2024/25, and 2025/26; and

BE IT FURTHER ORDAINED, that said agreement shall have a total cost to the City not to exceed \$76,000.00 to be charged to Miscellaneous Celebrations Account #595500.01.90000 as follows:

2022/23	\$19,000.00
2023/24	\$19,000.00
2024/25	\$19,000.00
2025/26	\$19,000.00

; and

BE IT FURTHER ORDAINED, that the annual payments to be made by the City pursuant to the agreement as detailed above shall be made in three (3) installments for each holiday season with the payments to be paid in November, December, and January of each covered holiday season; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

October 31, 2022

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

Ms. Patricia McBride
City Clerk
City Hall
Syracuse, New York

Re: Request for Legislation – Holiday Decorations

Dear Ms. McBride,

Please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing an agreement with the Downtown Committee of Syracuse, Inc. for the annual installations of Holiday Decorations for the period of November 2022 through January 2026. The agreement shall permit the Downtown Committee to retain a subcontractor to furnish, install, maintain, provide electrical hookups for decorations on various streets in downtown Syracuse, and remove said holiday decorations. In addition, the City shall remit a total of twelve (12) payments for the services rendered under this contract, made in three (3) installments per decoration season.

Schedules outlining the dates of installation, removal and payments are attached.

Expenditures shall not exceed \$76,000 and will be charged to Miscellaneous Celebrations Account #595500.01.90000.

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: October 31, 2022
SUBJECT: Agreement with Downtown Committee of Syracuse, Inc. for Holiday Decorations


On behalf of the Office of Management and Budget, I am requesting the City enter into an agreement with the **Downtown Committee of Syracuse, Inc.** for the annual installations of Holiday Decorations for the period of November 2022 through January 2026. The agreement shall permit the Downtown Committee to retain a subcontractor to furnish, install, maintain, provide electrical hookups for decorations on various streets in downtown Syracuse, and remove said holiday decorations. In addition, the City shall remit a total of twelve (12) payments for the services rendered under this contract, made in three (3) installments per decoration season.

Schedules outlining the dates of installation, removal and payments are attached.

Expenditures shall not exceed \$76,000 and will be charged to Miscellaneous Celebrations Account #595500.01.90000.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

11/9/22
Date

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and Budget
233 E Washington St
Room 213
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Fax 315 448-8116

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Tony Florito, Chair
Merike L. Treier, Executive Director

October 28, 2022

Mr. Timothy Rudd
City of Syracuse
Budget Director
233 E. Washington Street
Room 219, City Hall
Syracuse, NY 13202

RE: Downtown Holiday Decorations Contract

Dear Mr. Rudd,

We would like to ask for your assistance in putting the Downtown Syracuse Holiday Decoration Contract on an upcoming Common Council Agenda. In the past, these contracts have been for four-year periods and the City's contribution into the program for Winter 2022 was approved as part of this fiscal year's budget process.

Please let me know if I can provide any further information. Thank you!

Sincerely,

A handwritten signature in cursive script, appearing to read 'Merike Treier', is written in dark ink.

Merike Treier
Executive Director

115 W. Fayette St., Syracuse, NY 13202 315.422.8284 www.downtownsyracuse.com



115 W. Fayette St.
Syracuse, NY 13202
315.470.1956

DOWNTOWN SYRACUSE HOLIDAY DECORATION CONTRACT

**Between the Downtown Committee of Syracuse, Inc.
and the City of Syracuse**

Contract Term:

November, 2022 through January, 2026

DOWNTOWN SYRACUSE HOLIDAY DECORATION CONTRACT

**Between the Downtown Committee of Syracuse, Inc.
and The City of Syracuse**

Contract term: November, 2022 through January, 2026

The Downtown Committee and the City of Syracuse desire to have holiday decorations placed on a number of streets in downtown Syracuse. The City of Syracuse and the Downtown Committee have reached this agreement to accomplish this objective.

In consideration of the mutual covenants and agreements expressly hereinafter set forth, the parties hereto mutually agree as follows:

Downtown Committee Services

The Downtown Committee agrees to retain a subcontractor to furnish, install, maintain, and provide electrical hookup for decorations on various streets in downtown Syracuse, and remove holiday decorations as described in the specifications included with this agreement. The decorations shall be installed and removed in the contract years as follows:

<u>Contract Term</u>	<u>Installation By</u>	<u>Removal By</u>
2022/2023	November 21	January 14
2023/2024	November 20	January 13
2024/2025	November 18	January 15
2025/2026	November 17	January 15

Responsibilities

The City of Syracuse shall provide the Downtown Committee with full information regarding its requirements for the project.

Compensation

The compensation to be paid by the City of Syracuse for the services hereunder shall not exceed the amount authorized by the ordinance approving this Agreement, and such authorization shall be in full payment in satisfaction for the services rendered hereunder.

The Mayor and Common Council may authorize additional services and affix the compensation therefore.

The City of Syracuse will remit a total of twelve (12) payments for the services rendered under this contract, made in three (3) installments per decorating season by the dates noted below:

2022/2023	2023/2024	2024/2025	2025/2026	Total
November 10 \$6,333.34	November 10 \$6,333.34	November 10 \$6,333.34	November 10 \$6,333.34	
December 10 \$6,333.33	December 10 \$6,333.33	December 10 \$6,333.33	December 10 \$6,333.33	
January 10 \$6,333.33	January 10 \$6,333.33	January 10 \$6,333.33	January 10 \$6,333.33	
\$19,000	\$19,000	\$19,000	\$19,000	\$76,000

The Downtown Committee shall provide the City of Syracuse with copies of all payment records arising out of any services required hereunder which are subcontracted by the Downtown Committee. Requests for payment for services rendered under this Agreement shall be submitted monthly, providing such detail and documentation as shall be required by the City.

General Provisions

The Downtown Committee agrees that it will not assign, transfer, convey or otherwise dispose of this contract or of its right, title, interest in/or to the same, nor any part thereof, nor any monies which are due it thereunder, nor the power to execute such contract to any other person, company or corporation, except to the selected subcontractor without prior written consent of the City of Syracuse.

Independent Contractor

The Downtown Committee covenants and agrees that it will conduct itself consistent with its status as an independent contractor and that it will neither hold itself out as nor claim to be an officer or employee of the City of Syracuse.

Insurance

The Downtown Committee shall have its subcontractor secure and maintain through this Agreement, at its expense, a liability insurance policy with contractual liability coverage, in form acceptable to the City of Syracuse, insuring it for its errors, omissions, or negligent acts in the performance of this Agreement. The minimal amount of such insurance shall be in the amount of \$1,000,000.00 per claim and \$1,000,000.00 as the aggregate limit. Certificates of such insurance coverage shall be delivered to the City and provide for 30 days prior written notice of cancellation by certified mail to the City of Syracuse. The certificates and notices shall be sent to the City's Corporation Counsel Office, Room 301 City Hall, Syracuse, New York 13202. The policies shall contain an endorsement naming the City as an additional insured.

Amendment

This instrument may only be amended by a written instrument signed by the City's Corporation Counsel and the Downtown Committee; provided that no change in provisions dealing with compensation or additional services may be made without the prior authorization of the Mayor or Common Council.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their proper officers hereunto duly authorized and have caused their Corporate Seal to be affixed hereto on the day and year first above written.

CITY OF SYRACUSE

By: _____
Ben Walsh, Mayor

Date

ATTEST

City Clerk

DOWNTOWN COMMITTEE OF SYRACUSE, INC.

By: _____
Merike Treier, Executive Director

Date

Ordinance No.

2022

ORDINANCE APPROPRIATING FUNDS FOR LEADERSHIP GREATER SYRACUSE TO SUPPORT THE LGS FLAGSHIP PROGRAM, THE CNY POLITICAL LEADERSHIP INSTITUTE AND NOURISHING TOMORROW'S LEADERS PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE APPROPRIATION AS NECESSARY

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$10,000.00 from Special Object Account #595940.01.90000 to an account to be determined by the Commissioner of Finance for Leadership Greater Syracuse pursuant to the authorized 2022/2023 Annual Budget, in the manner provided by law; said funds are to be used to support the LGS Flagship Program, the CNY Political Leadership Institute and Nourishing Tomorrow's Leaders Program; and

BE IT FURTHER ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute a contract or written instruments associated with this appropriation subject to the approval of the Corporation Counsel as to terms, form and execution.



16

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

November 16, 2022

Julie Castellitto
Assistant Director

Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

RE: Request for Legislation

Dear Ms. McBride,

Please prepare legislation to be introduced at the next Common Council meeting to provide financial support to Leadership Greater Syracuse for Fiscal Year 2022/23.

The funding will be used for operational expenses which covers all three programs: the flagship program (of the same name as the organization), Nourishing Tomorrow's Leaders, and the CNY Political Leadership Institute.

Expenditures will not exceed \$10,000 for a one-time payment.

All costs associated with the exchange shall be charged to the budget account no. 595940.01.90000.

Thank you for your assistance in this matter.

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

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Sincerely,

Timothy M. Rudd
Director of Management and Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: October 31, 2022
SUBJECT: Agreement with Leadership Greater Syracuse

On behalf of the Office of Management and Budget, I am requesting the City enter into a funding agreement with Leadership Greater Syracuse for Fiscal Year 2022/23.


The funding will be used for operational expenses which covers all three programs: the flagship program (of the same name as the organization), Nourishing Tomorrow's Leaders, and the CNY Political Leadership Institute.

Expenditures will not exceed \$10,000 for a one-time payment.

All costs associated with the exchange shall be charged to the budget account no. 595940.01.90000.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

11/17/22
Date

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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



LEADERSHIP

GREATER SYRACUSE

5703 Enterprise Parkway – Suite C
East Syracuse, NY 13057
315-422-5471
www.leadsyr.org

FOUNDERS

City of Syracuse
Onondaga County
Onondaga Community College
CenterState CEO

OFFICERS

Amy Lawler
President

Ryan McDermott
Vice President
Treasurer

Rena Rokicki
Secretary

STAFF

Pamela Brunet
Executive Director

Robin Macaluso
Program Director

November 16, 2022

Ms. Patricia McBride
City Clerk
Syracuse City Hall
233 East Washington Street
Syracuse, NY 13202

Dear Ms. McBride

Thank you for your assistance in securing time on the November 16, 2022 Common Council agenda where the \$10,000 appropriation from the City of Syracuse to LGS was discussed. I am writing to clarify that this funding will be used for operational expenses which covers all three programs: our flagship program (of the same name as our organization), Nourishing Tomorrow's Leaders, and the CNY Political Leadership Institute.

Please feel free to contact me at (315) 422-5471 or via email at pam@leadsyr.org with any questions. Thank you for all your support!

Sincerely,

Pamela M. Brunet
Executive Director

**Local Law No.
City of Syracuse**

2022

**A LOCAL LAW OF THE CITY OF SYRACUSE
TO AMEND THE ANNUAL BUDGET OF THE
CITY OF SYRACUSE FOR THE FISCAL YEAR
2020/2021 AND FISCAL YEAR 2021/22 TO
REFLECT THE SALARY INCREASES FOR UNIT
6 EMPLOYEES WHO ARE PAID PURSUANT TO
THE CSEA CONTRACT WAGE SCHEDULE**

BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

Section 1. Pursuant to the wage schedule between the City of Syracuse and CSEA, which Unit 6 employees of the City are paid pursuant to, wage increases for said Unit 6 employees are authorized which increases are retroactively effective as of January 1, 2021, as set forth in the CSEA labor contract on file with the City Clerk, and subject to the approval of the Mayor who shall have the power and authority to change and increase the salary, compensation and benefits of those employees covered by the aforementioned contract, said salary, compensation and benefits shall be paid from the Treasury of the City of Syracuse in the fiscal years 2020/2021 and 2021/2022 notwithstanding the fact that any such salary, compensation and benefits shall previously have been fixed or provided for in the budgets of said City for such fiscal years 2020/2021 and 2021/2022, provided, however, that any such increases shall be within the total amount contained in the budgets for such fiscal year and within such additional amounts as may be legally available therefor. The change herein authorized shall be effective as of January 1, 2021.

Section 2. The annual budget of the City of Syracuse for the fiscal years 2020/2021 and 2021/2022 be and the same are hereby amended to reflect the increases and changes for employees covered by the aforementioned contract.

Section 3. Article 2-C, Section 25 of the General City Law, insofar as it restricts or is inconsistent with the provisions of Section 1 through 2 of this Local Law is hereby superseded.

Section 4. This local law shall take effect immediately.



OFFICE OF HUMAN RESOURCES

CITY OF SYRACUSE, MAYOR BEN WALSH

17

November 9, 2022

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

Richard Alsever
Director

Margaret Chajka
Assistant Director

Re: Local Law Request for Unit 6 (Confidential Employees) Salary Increases

Dear Ms. McBride:

Please have a local law prepared for the November 21, 2022 meeting of the Common Council to authorize retroactive salary increases for the Unit 6 employees. This group of employees is paid pursuant to the CSEA contract wage schedule but are considered managerial/confidential employees.

The wage increases would provide a retroactive 3% salary increase effective January 1, 2021 and a retroactive 3% salary increase effective January 1, 2022. These terms mirror those in the labor agreement for CSEA.

Please contact me at ext. 8780 if you have any questions.

Sincerely,

Richard Alsever
Director

CC: Tim Rudd, Director of the Office of Management and Budget

Human Resources
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761
www.syr.gov.net

23

ORDINANCE AUTHORIZING CONTRACT WITH APPEL OSBORNE LANDSCAPE ARCHITECTURE RELATIVE TO PROVIDING GENERAL ARCHITECTURAL / ENGINEERING SERVICES FOR THE DEPARTMENT OF ENGINEERING

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that Appel Osborne Landscape Architecture be awarded the contract; and

WHEREAS, the Mayor has approved the retention of Appel Osborne Landscape Architecture, under the following terms:

- (1) Appel Osborne Landscape Architecture shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay Appel Osborne Landscape Architecture, as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

Ordinance No.

2022

**ORDINANCE AUTHORIZING CONTRACT
WITH ASHLEY MCGRAW ARCHITECTS
RELATIVE TO PROVIDING GENERAL
ARCHITECTURAL / ENGINEERING SERVICES
FOR THE DEPARTMENT OF ENGINEERING**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that Ashley McGraw Architects be awarded the contract; and

WHEREAS, the Mayor has approved the retention of Ashley McGraw Architects, under the following terms:

- (1) Ashley McGraw Architects shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay Ashley McGraw Architects, as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

Ordinance No.

2022

ORDINANCE AUTHORIZING CONTRACT WITH C & S COMPANIES RELATIVE TO PROVIDING GENERAL ARCHITECTURAL / ENGINEERING SERVICES FOR THE DEPARTMENT OF ENGINEERING

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that C & S Companies be awarded the contract; and

WHEREAS, the Mayor has approved the retention of C & S Companies, under the following terms:

- (1) C & S Companies shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay C & S Companies, as authorized by separate Work Orders, an amount not to exceed \$5,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

Ordinance No.

2022

ORDINANCE AUTHORIZING CONTRACT WITH CHA CONSULTING, INC. RELATIVE TO PROVIDING GENERAL ARCHITECTURAL / ENGINEERING SERVICES FOR THE DEPARTMENT OF ENGINEERING

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that CHA Consulting, Inc. be awarded the contract; and

WHEREAS, the Mayor has approved the retention of CHA Consulting, Inc., under the following terms:

- (1) CHA Consulting, Inc. shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay CHA Consulting, Inc., as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

22

Ordinance No.

2022

**ORDINANCE AUTHORIZING CONTRACT
WITH RAM-TECH ENGINEERS RELATIVE TO
PROVIDING GENERAL ARCHITECTURAL /
ENGINEERING SERVICES FOR THE
DEPARTMENT OF ENGINEERING**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that RAM-TECH Engineers be awarded the contract; and

WHEREAS, the Mayor has approved the retention of RAM-TECH Engineers, under the following terms:

- (1) RAM-TECH Engineers shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay RAM-TECH Engineers, as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

ORDINANCE AUTHORIZING CONTRACT WITH RSA ARCHITECTS RELATIVE TO PROVIDING GENERAL ARCHITECTURAL / ENGINEERING SERVICES FOR THE DEPARTMENT OF ENGINEERING

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that RSA Architects be awarded the contract; and

WHEREAS, the Mayor has approved the retention of RSA Architects, under the following terms:

- (1) RSA Architects shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay RSA Architects, as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

ORDINANCE AUTHORIZING CONTRACT WITH VIP ARCHITECTURAL ASSOCIATES RELATIVE TO PROVIDING GENERAL ARCHITECTURAL / ENGINEERING SERVICES FOR THE DEPARTMENT OF ENGINEERING

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for General Architectural/Engineering Services and the RFP Committee recommended that VIP Architectural Associates be awarded the contract; and

WHEREAS, the Mayor has approved the retention of VIP Architectural Associates, under the following terms:

- (1) VIP Architectural Associates shall provide General Architectural/Engineering Services for the Department of Engineering on an as-needed basis;
- (2) The City shall pay VIP Architectural Associates, as authorized by separate Work Orders, an amount not to exceed \$1,000,000.00 for all services under this agreement;
- (3) The City does not guarantee any minimum level of work orders to be issued as all work done under the agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to an appropriate account as designated by the Commissioner of Finance.

18-24



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request to Authorize Consultant Agreements with Appel Osborne Landscape Architecture, Ashley McGraw Architects, C & S Companies, CHA Consulting, Inc., RAM-TECH Engineers, RSA Architects, VIP Architectural Associates, General Architectural/Engineering Services.

Dear Ms. McBride:

Please prepare the following legislation for the next meeting of the Syracuse Common Council:

- An Ordinance authorizing an Agreement with Appel Osborne Landscape Architecture for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with Ashley McGraw Architects for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with Holmes, C & S Companies for an amount not to exceed \$5,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with CHA Consulting, Inc. for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with RAM-TECH Engineers for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with RSA Architects for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.
- An Ordinance authorizing an Agreement with VIP Architectural Associates for an amount not to exceed \$1,000,000.00 for General Architectural/Engineering Services.

Dept. of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

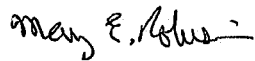
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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

The Consultant Agreements will utilize the Work Order Procedure to compensate the respective consultant for work completed and will be billed to the appropriate capital account.

The RFP Committee selected the Consultants on November 1, 2022, and made the recommendation of above seven named Consultants to the Mayor, and the Mayor approved of the selection. The selection of the Consultants was in accordance with the City's RFP procedure. Please let me know if you have any questions relative to this request.

Very truly yours,



Mary E. Robison, P.E.
City Engineer



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Ben Walsh, Mayor

FROM: Mary E. Robison, P.E., City Engineer

DATE: November 4, 2022

RE: MEMORANDUM OF APPROVAL – Request for Proposal – Approval Selection of the following seven Architectural/Engineering Consultants: Appel Osborne Landscape Architecture, Ashley McGraw Architects, C & S Companies, CHA Consulting, Inc., RAM-TECH Engineers, RSA Architects, VIP Architectural Associates.

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

On November 1, 2022, the RFP committee met to discuss submitted proposals for the General Architectural/ Engineering Services request. The following Architectural/Engineering firms submitted – Appel Osborne Landscape Architecture, Architecteam, Ashley McGraw Architects, Bell & Spina Architects, Bergmann Associates, C & S Companies, CHA Consulting, Inc., Delta, EDR, Jacobs Civil Consultants Inc., Kideney Architects, Labella Associates, NK Bhandari Architecture and Engineering, RAM-TECH Engineers, RSA Architects, SWBR, TDK Engineering Associates, VIP Architectural Associates.

The RFP committee selected the following seven consultants: Appel Osborne Landscape Architecture, Ashley McGraw Architects, C & S Companies, CHA Consulting, Inc., RAM-TECH Engineers, RSA Architects, VIP Architectural Associates and intend to award agreements as follows –

Appel Osborne Landscape Architecture -	\$1,000,000 (maximum fee not to exceed)
Ashley McGraw Architects -	\$1,000,000 (maximum fee not to exceed)
C & S Companies -	\$5,000,000 (maximum fee not to exceed)
CHA Consulting, Inc. -	\$1,000,000 (maximum fee not to exceed)
RAM-TECH Engineers -	\$1,000,000 (maximum fee not to exceed)
RSA Architects -	\$1,000,000 (maximum fee not to exceed)
VIP Architectural Associates -	\$1,000,000 (maximum fee not to exceed)

These Consultant Agreements will utilize the Work Order Procedure to compensate the respective consultant for work completed.

Please advise if you approve the selection and award of agreements to the seven consultants selected by the RFP Committee. If you approve of the selection of Appel Osborne Landscape Architecture, Ashley McGraw Architects, C & S Companies, CHA Consulting, Inc., RAM-TECH Engineers, RSA Architects, VIP Architectural Associates, we will present this to the Common Council for their approval.


Dept. of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

www.syr.gov.net

YES

NO

Comments:

Signature:  Date: 11/9/22

Ordinance No.

2022

**ORDINANCE AUTHORIZING PARTICIPATION
IN THE CENTRAL NEW YORK REGIONAL
PLANNING & DEVELOPMENT BOARD’S YEAR-
FIFTEEN MUNICIPAL SEPARATE STORM
SEWER SYSTEM (MS4) STORMWATER
COMPLIANCE ASSISTANCE PROGRAM**

WHEREAS, the City of Syracuse participates in the Central New York Regional Planning Board’s CNY Stormwater Coalition to cooperate with other area Municipalities to meet the requirements of the New York State Pollutant Discharge Elimination System Phase II Stormwater requirement; and

WHEREAS, the Central New York Regional Planning and Development Board, herein called the “Board,” has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES) Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002; and

WHEREAS, the Board has proposed to conduct a regional public education, outreach and training compliance program and annual reporting (Year-Fifteen) to “reduce municipal staff burdens, ensure message consistency, provide widespread priority audience targeting, and provide the most efficient use of limited municipal funds by distributing total program costs over a number of entities”; and

WHEREAS, the Common Council previously approved the City’s participation in the Year-One Program by Ordinance No. 581-2007 and the agreement under that Ordinance expired in May 2009; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Two Program by Ordinance No. 136-2009 and that agreement expired in August 2010; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Three Program by Ordinance No. 579-2010 and that agreement expired in December 2011; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Four Program by Ordinance No. 618-2011 and that agreement expired in December 2012; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Five Program by Ordinance No. 499-2012 and that agreement expires in December 2013; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Six Program by Ordinance No. 589-2013 and that agreement expires in December 2014; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Seven Program by Ordinance No. 817-2014 and that agreement expires in December 2015; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Eight Program by Ordinance No. 755-2015 and that agreement expires in December 2016; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Nine Program by Ordinance No. 859-2016 and that agreement expires in December 2017; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Ten Program by Ordinance No. 709-2017 and that agreement expires in December 2018; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Eleven Program by Ordinance No. 604-2018 and that agreement expires in December 2019; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Twelve Program by Ordinance No. 548-2019 and that agreement expires in December 2020; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Thirteen Program by Ordinance No. 450-2020 and that agreement expires in December 2021; and

WHEREAS, the Common Council previously approved the City's participation in the Year-Fourteen Program by Ordinance No. 699-2021 and that agreement expires in December 2022; and

WHEREAS, the City Engineer is requesting approval of the City's participation in the Year-Fifteen Program at a cost not to exceed \$3,600.00; NOW, THEREFORE,

BE IT ORDAINED, by the Common Council that the Mayor is hereby authorized to act on behalf of the City in all matters relative to the Year-Fifteen Municipal Separate Storm Sewer System (MS4) Stormwater Compliance Assistance Program and to execute any agreements or documents necessary to effectuate the City's participation in this program; and

BE IT FURTHER ORDAINED, that any agreements or documents shall be subject to the approval of the Corporation Counsel; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance will be transmitted to the Board by the City Engineer no later than December 31, 2022; and

BE IT FURTHER ORDAINED, that the City's local share of the cost of the program shall be in an amount not to exceed \$3,600.00 with such amount to be funded from Sewer Fund Operating Account #541500.06.81100.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

4 November 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation Approving Participation in the Central New York Regional Planning and Development Board's Proposal for the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program for 2023 (Year Fifteen)

Dear Ms. McBride:

Please prepare the following legislation for the next meeting of the Syracuse Common Council:

- Approve the City's participation in the Central New York Regional Planning and Development Board's (CNY RPDB) Proposal for the CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program for 2023 (Year – Fifteen). The City's local share will be an amount not to exceed \$3,600.00 and will be funded from the Sewer Fund Operating account #541500.06.81100.

The Common Council previously approved the participation in the Year – One Program on October 9, 2007 Ordinance #581 of 2007, the Year-Two Program on April 13, 2009 Ordinance #136 of 2009, the Year –Three Program on December 6, 2010 Ordinance #579 of 2010, the Year-Four Program on November 21, 2012 Ordinance #618 of 2011, the Year-Five Program on September 10, 2012 Ordinance #499 of 2012, the Year-Six Program (2014) on September 9, 2013 Ordinance #589 of 2013, the Year-Seven Program (2015) on August 25, 2014 Ordinance #817 of 2014, the Year-Eight Program (2016) on September 28, 2015 Ordinance #755 of 2015, the Year-Nine Program (2017) Ordinance #859 of 2016, the Year-Ten Program (2018) Ordinance #709 of 2017, the Year – Eleven Program (2019) Ordinance # 604 of 2018, the Year Twelve Program (2020) Ordinance #548 of 2019, the Year Thirteen Program (2021) Ordinance #450 of 2020 and the Year Fourteen Program (2022) Ordinance # 699 of 2021. The current agreement expires December 31, 2022 and we would like to enter into a new agreement with the Central New York Regional Planning and Development Board for 2023 because it will allow us to maintain our membership in the CNY Stormwater Coalition which provides a unified approach to stormwater compliance and provides an efficient and cost effective way to effectively address Stormwater Phase II requirements. This program will also assist the City in meeting the New York State Pollutant Discharge Elimination System Stormwater Phase II Permit requirements with regard to regional public education, outreach, training compliance programs and annual reporting in an efficient and cost effective manner. The U.S. Environmental Protection Agency (EPA) and NYS Department of Environmental Conservation

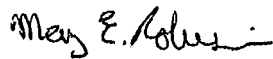
Dept. of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

www.syr.gov.net

(NYS DEC) have long promoted such programs as the most efficient way to address Stormwater Phase II requirements. NYS DEC and EPA view intermunicipal support and participation in regionally coordinated coalitions as a criteria for funding decisions and a prerequisite for engaging in joint compliance opportunities. A new Stormwater General Permit is expected from the NYSDEC in 2023, so maintaining our membership in the Stormwater Coalition will assist us in meeting the new permit requirements.

Please let me know if you have any questions relative to this request.

Very truly yours,



Mary E. Robison, P.E.
City Engineer

**Resolution Supporting Participation in the
CNY Stormwater Coalition Staff Services and Education Compliance Assistance Program**

Resolution authorizing the items listed below pursuant to requirements of the New York State Pollutant Discharge Elimination System Municipal Separate Storm Sewer System General Permit.

WHEREAS, _____

(Legal Name of Municipality)

herein called the "Municipality", after thorough consideration of the various aspects of the problem and consideration of available information, has hereby determined that certain work, as described in Attachment A, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, the Central New York Regional Planning & Development Board, herein called the "Board", has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES) Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002, and

WHEREAS, the Board has proposed staff and education assistance services in support of sustaining the CNY Stormwater Coalition and to provide a regional public education, outreach and training compliance program to reduce municipal staff burdens, ensure consistency, provide widespread priority audience targeting the most efficient use of limited municipal funds by distributing total program costs over a number of entities within a twelve-month timeframe.

NOW, THEREFORE, BE IT RESOLVED BY _____

(Governing Body of Municipality)

1. That _____

(Name and Title of Chief Elected Official)

or such person's successor in office is the representative authorized to act on behalf of the Municipality's governing body in all matters related the Project;

2. That the Municipality agrees that it will fund its portion of the program cost in the amount of \$3,600, and that those funds will be made available to the Board upon receipt of invoice.

3. That one (1) certified copy of this Resolution will be prepared and sent to the Board upon adoption.

4. That this Resolution take effect immediately.

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of the Resolution, as regularly adopted at a legally convened meeting of the _____
(Name of Governing Body of Applicant)

duly held on the _____ day of _____, 2022; and further that such Resolution has been fully recorded in the _____ in my office.
(Title of Record Book)

In witness thereof, I have hereunto set my hand this _____ day of _____, 2022.

Signature of Recording Officer

Title of Recording Officer

Impress Official Seal here.

ATTACHMENT A
SCOPE OF SERVICES AND PROJECT APPROACH

Program tasks are proposed under three project components: CNY Stormwater Coalition Staff Support; Public Education and Outreach; and Direct Municipal Assistance. This is the 2022 Workplan provided as guidance for 2023 activities. Additional work items may be amended as the Final 2023 Workplan is in development and a new Stormwater General Permit is expected from the NYSDEC in 2023. This will be subject to the Stormwater Coalition's approval.

I: CNY STORMWATER COALITON STAFF SUPPORT

Tasks proposed under this project component are designed to advance and sustain the CNY Stormwater Coalition (the Coalition), currently consisting of 30 regulated MS4 owner/operators identified in Attachment A of this proposal. The Coalition was formally established on January 1, 2011.

I: CNY STORMWATER COALITON STAFF SUPPORT

Task I.1. Purchase Annual Zoom Pro License – Zoom Pro provides a forum for hosting interactive, remote meetings, presentations, and trainings. This forum has proven convenient over the past two years and avoids any health risks that may be associated with large, in-person gatherings. Remote workshops and meetings reduce the overall time needed to attend these events, while providing opportunities for increased attendance.

Task I.2. Staffing Support for the CNY Stormwater Coalition, Executive Committee and Working Committees Deemed Necessary to Advance the Coalition's Objectives – CNY RPDB will provide direct staff support needed to plan and conduct four (4) scheduled meetings of the CNY Stormwater Coalition, four (4) scheduled meetings of the CNY Stormwater Coalition Executive Committee, and Coalition working committees as needed to advance and sustain a fully functioning Coalition. Meetings may be held remotely, in-person or as a combination of the two at the direction of the Coalition's Executive Committee. Staff support for all scheduled meetings includes meeting preparation and agenda development, speaker recruitment, training programs, venue selection as appropriate, preparation and distribution of meeting minutes and completion of all identified meeting follow up tasks. CNY RPDB will monitor public and private grant opportunities, respond to appropriate Requests for Proposals, and oversee implementation of any grant funded projects and/or programs.

Task I.3. Communications – CNY RPDB will coordinate all internal and external communications and serve as the primary liaison between the Coalition and various regulatory agencies including the NYS DEC and the U.S. EPA. To help ensure Coalition members understand the implications of any modifications or additional requirements that may impact their ability to comply with the NYS Stormwater General Permits (MS4 and Construction), CNY RPDB will monitor, and report proposed and enacted changes to the stormwater general permits, including associated compliance, reporting, and inspection requirements. CNY RPDB will compile feedback and inquiries from Coalition members and coordinate and prepare unified responses to new and evolving regulatory requirements on behalf of the Coalition to appropriate regulatory agencies as warranted. CNY RPDB will prepare training and informational updates for Coalition members to support regulatory compliance with the next version of the MS4 General Stormwater Permit upon its effective date. CNY RPDB will engage other statewide stormwater coalitions and other non-regulatory partners involved in all aspects of stormwater

management to identify and initiate compliance opportunities that support the objectives of the Coalition.

Task I.4. Annual and Semi-Annual Reporting - CNY RPDB will document all education, training and outreach compliance activities conducted on behalf of the Coalition and complete the Minimum Control Measure 1. Public Education and Outreach section of the MS4 annual report in compliance with MS4 annual reporting requirements, and semi-annual reporting requirements for MS4s in the Onondaga Lake Watershed, as specified in the most current NY SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s). CNY RPDB will deliver the MCM 1 section to participating MS4s for inclusion in their individual annual and semi-annual reports. CNY RPDB will respond to any public comments received relative to the documented education and outreach services. It is currently anticipated that NYS DEC will enact a new MS4 Annual Report format during the 2023 program year. If this is the case, the CNY RPDB will provide information and assistance as needed to transition into the new format.

Task I.5. Financial Administration and Reporting – CNY RPDB will coordinate and administer all contracted activities funded as part of this Scope of Services through December 31, 2023, including quarterly financial reporting, bookkeeping, and accounting, documentation of local match (if necessary to support Coalition approved grant funded programs), subcontracting (if deemed necessary and approved by the Coalition), and solicitations (if deemed necessary and approved by the Coalition). Progress reports and financial reporting will be made available to the Executive Committee of the Coalition on a quarterly basis.

II: PUBLIC EDUCATION AND OUTREACH

Task II.1 Expand Online and Print Media Outreach – CNY RPDB will utilize paid post options to expand the reach of a refocused social media presence on Twitter. CNY RPDB will prepare weekly informational content and track responses. Other social media accounts will be developed or expanded including options such as, but not limited to LinkedIn and Facebook.

CNY RPDB will identify and establish contacts at local print newspapers. CNY RPDB will promote the CNY Stormwater Coalition and provide stormwater management content for publication. Small community newspapers provide a means for engaging community-minded individuals in stormwater management while improving recognition and support for the CNY Stormwater Coalition.

CNY RPDB will re-establish contacts with the Onondaga County Public Library and appropriate branch libraries in Madison and Oswego County for the purposes of distributing stormwater educational materials to the general public.

Task II.2. Maintain Regional Stormwater Website – CNY RPDB will maintain and promote the CNY Stormwater website. CNY RPDB will compile new and existing information, guidance materials and permit updates for reference and use by regulated MS4s in the SUA. CNY RPDB will provide informational items developed as part of the education program directly to participating MS4s for inclusion on municipal websites at their discretion.

Task II.3 Electronic Stormwater Newsletter - CNY RPDB will distribute a quarterly stormwater newsletter for the public. The seasonally themed electronic newsletter maintains a focus on primary pollutants of concern in the SUA, stormwater processes, and offers advice for reducing negative water quality impacts through simple actions. The newsletter will encourage participation in locally sponsored events that support stormwater management and protection efforts. CNY RPDB will conduct direct outreach in support of building the distribution list with existing organizations, groups, and users of social media.

Task II.4 Direct Outreach to Targeted Stakeholder Groups – CNY RPDB will provide direct information on topics of interest to a minimum of 3 targeted stakeholder groups. Information will be designed to address the specific functions and stormwater concerns relative to each group. Materials will be delivered electronically and/or in hard copy as most appropriate.

III. DIRECT MUNICIPAL ASSISTANCE

Task III.1. Municipal Training - CNY RPDB will broadcast live and pre-recorded trainings for municipal staff and elected officials on a variety of topics utilizing the Coalition funded Zoom license and A/V equipment. Trainings will include live workshops, webinars, and presentations as well as archived webinars and streamed presentations. As part of this task, CNY RPDB will renew a paid annual membership with the Center for Watershed Protection. Topics will be selected to address current training and informational needs as determined through discussions with NYS Department of Environmental Conservation and the CNY Stormwater Coalition. Workshops will be designed to improve compliance with the MS4 Stormwater General Permit.

Task III.2. Online System Map – CNY RPDB will compile new and existing data and information needed to expand the storm sewer system mapping effort. This may include additional field data collection and data post-processing, digitizing existing paper maps, and/or other tasks as needed to advance efforts to build a full, regional system map. CNY RPDB will secure all necessary software and hardware updates, storage credits and perform ongoing maintenance of the online map platform as needed. CNY RPDB will provide assistance to member municipalities to support additional data collection efforts.

PROGRAM FEE

The services described in this proposal will be conducted for a total fee not to exceed \$108,800 (\$3,600 per Coalition member). This fee will remain constant for each participating Coalition member regardless of the number of municipal members participating in the Coalition.

To participate in the proposed program, MS4s are required to adopt and return a municipal resolution no later than December 1st 2022 to CNY RPDB. CNY RPDB will issue a single invoice in January 2023, payment will be due to CNY RPDB no later than March 1st 2023.

ORDINANCE GRANTING A REVOCABLE PERMISSION TO FLOCK GROUP, INC. TO CONSTRUCT, OWN, OPERATE AND MAINTAIN A FLOCK SAFETY AUTOMATIC LICENSE PLATE READING (ALPR) CAMERA ON A NEW POLE AT THE INTERSECTION OF TEALL AVENUE AND GRANT BOULEVARD (1804 TEALL AVE)

WHEREAS, Flock Group, Inc. has requested a revocable permission to construct, own, operate a Flock Safety Automatic License Plate Reading (ALPR) Camera on a New Pole at the Intersection of Teall Avenue and Grant Boulevard (1804 Teall Ave); and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installation of the facilities described in the plans and specifications on file at its office will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the Department of Engineering that this Common Council grants permission to Flock Group, Inc. to construct, own, operate and maintain the above described conduit in and across the aforementioned Right-of-Way as shown on the drawings and specifications as forwarded to the Department of Engineering prepared by CHC, A Congreux Company; titled "State of New York City of Syracuse Submitted by Onondaga County Sheriff's Office Automatic License Plate Reading (ALPR) Camera Permit" located at the intersection of Teall Avenue and Grant Boulevard (1804 Teall Ave.) dated July 6, 2022, subject to the following conditions as permitted by law:

1. Flock Group, Inc. shall construct, own, operate and maintain a Flock Safety Automatic License Plate Reading (ALPR) Camera on a new pole at the intersection of Teall Avenue and Grant Boulevard (1804 Teall Avenue) without cost to the City. The ALPR camera, pole and appurtenances (the "Work") which are the subjects of this action,

shall be completed in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works.

2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work. Flock Group, Inc. shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That Flock Group, Inc. their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such utility lines in said streets or arising in any way out of the operations for this consent, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained, including damages incurred as a result of damage to the Facilities caused by the City.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all times be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement, sidewalks and surfaces must be completed in accordance with all City of Syracuse standards.
8. That the City Engineer and the Commissioner of Public Works shall be advised in

advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.

9. Subject to the City Engineer, review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That Flock Group, Inc. shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, Flock Group, Inc. or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That Flock Group, Inc., its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and Flock Group Inc. shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.
13. That Flock Group, Inc., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page or blanket endorsement confirming the City of Syracuse as an additional insured shall be submitted to the City Engineer, Department of Engineering, Room 401 City Hall, 233 E. Washington Street, Syracuse, NY 13202.
14. That Flock Group, Inc., its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Flock Group, Inc., which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
15. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of sixty (60) days from the adoption by the Common Council of an ordinance terminating the same and thereupon,

said applicant, its successors or assigns, shall remove said pole, ALPR camera and equipment and work in connection therewith and restore the street, sidewalk and all other facilities wholly at the cost and expense of said applicant, its successors or assigns.

16. Flock Group, Inc., or its designated representative, shall be a member, for the life of the proposed facilities, of the Underground Facilities Protection Organization, Inc. or the existing "one call" organization established to facilitate the requirements of New York State Industrial Code Rules No. 53 or any relevant modifications thereto.
17. All pole installations must maintain a minimum of five (5) foot separation from the water main joints, tees and valves. All poles shall be installed in accordance with Ten State Standards which require 10 foot horizontal clearance from water main and service lateral and 18 inch vertical clearance at crossing of water main & laterals.
18. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Flock Group, Inc.
19. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
20. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by Flock Group, Inc.
21. Vertical clearances of 18" or less and horizontal clearances of 5' or less between any proposed structure / utility and Syracuse sewer mains requires approval of the City Engineer.
22. Upon completion of the facilities and acceptance and approval of the roadway/adjacent surfaces restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
23. Flock Group, Inc. shall install the pole and associated equipment so that it is a minimum of 24" from the edge of the road/ front face of curb to provide 24" lateral clearance from the roadway.
24. Flock Group, Inc. shall install the pole/ALPR camera and associated equipment so that it does not block any street signage or any other infrastructure and does not conflict with any proposed infrastructure improvements in the City right-of-way. Final location of pole/ALPR camera and associated equipment shall be approved by the City Engineer and the Commissioner of Public Works.

25. Removal and Relocation: No later than one-hundred fifty (150) days after receipt of written notice from City, Flock Group, Inc. shall remove and may relocate Poles and/or Equipment to an alternative location in the ROW, access to which shall be granted to Flock Group, Inc. by the City, subject to Flock Group, Inc. obtaining any third party authorizations, grants, permits necessary for its installation at the alternative location due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of street light poles, traffic light poles, and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property; or such other public purpose as may be authorized by the Common Council. If Flock Group, Inc. fails to remove or relocate any Flock Group Inc. Pole or Equipment within one-hundred fifty (150) days, City shall be entitled to remove the Flock Group, Inc. Pole or Equipment at Flock Group Inc.'s expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location, subject to the rights of third parties, that affords Flock Group, Inc. substantially similar engineering objectives.
26. No later than ninety (90) days after the expiration or earlier termination of any Pole and ALPR Camera permit (or thirty (30) days in the case of a structurally unsound Flock Group, Inc. pole, as determined by the City), Flock Group, Inc. shall remove at its expense all Flock Group, Inc. Pole(s) and Equipment subject to the expired or terminated Pole permit. Flock Group, Inc. shall be required to repair and restore the surfaces disturbed in the City's right-of-way from their pole(s) and equipment to the condition of existing right-of ways adjacent to the location of the pole(s) and equipment or to better condition to the satisfaction of the City Engineer and the Commissioner of Public Works. Notwithstanding the foregoing, if a Flock Group, Inc. Pole is determined by the City to be an immediate safety hazard, then the City shall remove the pole at Flock Group, Inc.'s expense. Flock Group, Inc. and the Onondaga County Sheriff's Office shall notify the City of Syracuse Department of Engineering of any termination of agreement or service of this pole and ALPR Camera permit within thirty (30) days of termination.

26



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

4 November 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
City Clerk
233 E. Washington Street
Room 231
Syracuse, N.Y. 13202

Re: Request for Legislation: An Ordinance Granting Flock Group Inc. a Revocable Permission to construct, own, operate and maintain a Flock Safety Automatic License Plate Reading (ALPR) Camera on a New Pole at the Intersection of Teall Avenue and Grant Boulevard (1804 Teall Ave)

Dear Ms. McBride:

I request the following legislation for the next meeting of the Common Council be prepared:

An Ordinance Granting Flock Group Inc. a Revocable Permission to construct, own, operate and maintain a Flock Safety Automatic License Plate Reading (ALPR) Camera on a New Pole at the Intersection of Teall Avenue and Grant Boulevard (1804 Teall Ave).

This department has reviewed, coordinated with other City departments and is of the opinion that the installation of the facilities described in the plans and specifications on file at our office will not interfere with the public use of the streets. It is, therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting Flock Group Inc. to own and operate the above described conduit in and across the aforementioned Right-of-Way as shown on the drawings and specifications as forwarded to the Department of Engineering prepared by CHCA Congreux Company; titled "State of New York City of Syracuse Submitted by Onondaga County Sheriff's Office Automatic License Plate Reading (ALPR) Camera Permit" located at the intersection of Teall Avenue and Grant Boulevard (1804 Teall Ave.) dated July 6, 2022.

The revocable permission for the ALPR camera and pole will be subject to the following:

Dept. of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

www.syr.gov.net

1. The Owner shall construct, own, operate and maintain a Flock Safety Automatic License Plate Reading (ALPR) Camera on a new pole at the intersection of Teall Avenue and Grant Boulevard (1804 Teall Avenue) without cost to the City. The ALPR camera, pole and appurtenances (the "Work") which are the subjects of this action, shall be completed in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works.

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

12

2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work. Flock Group Inc. shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That Flock Group Inc. their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such utility lines in said streets or arising in any way out of the operations for this consent, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained, including damages incurred as a result of damage to the Facilities caused by the City.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all times be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement, sidewalks and surfaces must be completed in accordance with all City of Syracuse standards.
8. That the City Engineer and the Commissioner of Public Works shall be advised in advance of

time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.

9. Subject to the City Engineer, review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That Flock Group Inc. shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, Flock Group Inc. or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That Flock Group Inc., its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and Flock Group Inc. shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.
13. That Flock Group Inc., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page or blanket endorsement confirming the City of Syracuse as an additional insured shall be submitted to the City Engineer, Department of Engineering, Room 401 City Hall, 233 E. Washington Street, Syracuse, NY 13202.
14. That Flock Group Inc., its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Flock Group Inc., which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
15. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of sixty (60) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant,

its successors or assigns, shall remove said pole, ALPR camera and equipment and work in connection therewith and restore the street, sidewalk and all other facilities wholly at the cost and expense of said applicant, its successors or assigns.

16. Flock Group Inc., or its designated representative, shall be a member, for the life of the proposed facilities, of the Underground Facilities Protection Organization, Inc. or the existing "one call" organization established to facilitate the requirements of New York State Industrial Code Rules No. 53 or any relevant modifications thereto.
17. All pole installations must maintain a minimum of five (5) foot separation from the water main joints, tees and valves. All poles shall be installed in accordance with Ten State Standards which require 10 foot horizontal clearance from water main and service lateral and 18 inch vertical clearance at crossing of water main & laterals.
18. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Flock Group Inc.
19. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
20. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by Flock Group Inc.
21. Vertical clearances of 18" or less and horizontal clearances of 5' or less between any proposed structure / utility and Syracuse sewer mains requires approval of the City Engineer.
22. Upon completion of the facilities and acceptance and approval of the roadway/adjacent surfaces restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
23. Flock Group Inc. shall install the pole and associated equipment so that it is a minimum of 24" from the edge of the road/ front face of curb to provide 24" lateral clearance from the roadway.
24. Flock Group Inc. shall install the pole/ALPR camera and associated equipment so that it does not block any street signage or any other infrastructure and does not conflict with any proposed infrastructure improvements in the City right-of-way. Final location of pole/ALPR camera and associated equipment shall be approved by the City Engineer and the Commissioner of Public Works.

25. **Removal and Relocation:** No later than one-hundred fifty (150) days after receipt of written notice from City, Flock Group Inc. shall remove and may relocate Poles and/or Equipment to an alternative location in the ROW, access to which shall be granted to Flock Group Inc. by the City, subject to Flock Group Inc. obtaining any third party authorizations, grants, permits necessary for its installation at the alternative location due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of street light poles, traffic light poles, and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property; or such other public purpose as may be authorized by the Common Council. If Flock Group Inc. fails to remove or relocate any Flock Group Inc. Pole or Equipment within one-hundred fifty (150) days, City shall be entitled to remove the Flock Group Inc. Pole or Equipment at Flock Group Inc.'s expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location, subject to the rights of third parties, that affords Flock Group Inc. substantially similar engineering objectives.

26. No later than ninety (90) days after the expiration or earlier termination of any Pole and ALPR Camera permit (or thirty (30) days in the case of a structurally unsound Flock Group Inc. pole, as determined by the City), Flock Group Inc. shall remove at its expense all Flock Group Inc. Pole(s) and Equipment subject to the expired or terminated Pole permit. Flock Group, Inc. shall be required to repair and restore the surfaces disturbed in the City's right-of-way from their pole(s) and equipment to the condition of existing right-of ways adjacent to the location of the pole(s) and equipment or to better condition to the satisfaction of the City Engineer and the Commissioner of Public Works. Notwithstanding the foregoing, if a Flock Group Inc. Pole is determined by the City to be an immediate safety hazard, then the City shall remove the pole at Flock Group Inc.'s expense. Flock Group Inc. and the Onondaga County Sheriff's Office shall notify the City of Syracuse Department of Engineering of any termination of agreement or service of this pole and ALPR Camera permit within thirty (30) days of termination.

Additional terms and conditions, as recommended by the City Engineer and the Corporation Counsel, shall be set forth in the Ordinance.

Sincerely,



Mary E. Robison, P.E.
City Engineer

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE RECONSTRUCTION OF THE CITY OWNED 10 INCH (10”) WATER MAIN LOCATED IN MADISON STREET BETWEEN ALMOND STREET AND IRVING AVENUE FROM THE NEW YORK STATE DORMITORY AUTHORITY (DASNY) AND THE OFFICE OF MENTAL HEALTH (OMH) WHICH IS BEING COMPLETED AS PART OF A DASNY AND OMH PROJECT, AT NO COST TO THE CITY

WHEREAS, as part of the Dormitory Authority of the State of New York (DASNY) and the Office of Mental Health (OMH), DASNY Project 345170: Phase I Overall Site Improvements located at Hutchings Psychiatric Center, 620 Madison Street, Syracuse, New York, DASNY and OMH shall reconstruct the 10” water main and associated structures and elements located in Madison Street between Almond Street and Irving Avenue without cost to the City of Syracuse (City). The reconstruction shall be completed in accordance with the plans, specifications and final locations submitted by DASNY and OMH and approved by the Commissioner of the Department of Water; and

WHEREAS, the Department of Water has reviewed, coordinated with other City departments and is of the opinion that the reconstruction of the 10” water main and associated structures and elements described in the plans and specifications on file at the Office of the Commissioner of Water are to the benefit of the public and will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the Commissioner of Water that this Common Council authorizes permitting the Department of Water to accept own and maintain the

above described reconstruction of the City Owned 10" water main in the former Madison Street R.O.W. (covered by an easement), by DASNY and OMH, as shown on the plans as forwarded to the Department of Water that were prepared for the Dormitory Authority of the State of New York and the Office of Mental Health by Delta Engineers, Architects, & Land Surveyors titled "Hutchings Psychiatric Center Phase I Overall Site Improvements", dated January 6, 2022., subject to the following conditions:

1. The Dormitory Authority of the State of New York (DASNY) and the Office of Mental Health (OMH), shall replace the 10" water main associated structures & elements located in Madison Street between Almond Street and Irving Avenue without cost to the City of Syracuse (City). The reconstruction shall be completed in accordance with the plans, Specifications and final locations submitted by DASNY and OMH and approved by the City Engineer and the Commissioner of Water.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the Commissioner of Water, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the Commissioner of Water subsequent to the completion of the work.** DASNY and OMH shall notify the City's Commissioner of the Department of Public Works and the City Engineer when the water replacement portion of DASNY's Project 345170 Phase I Overall Site Improvements located at Hutchings Psychiatric Center at 620 Madison Street, Syracuse, New York is anticipated to be complete. DASNY and the OMH, in accordance with their Contract Documents, shall have their Contractors provide them with a certification by a Professional Engineer as to the accuracy of the as-built drawings and this Professional Engineer shall attest to the fact that the improvements were constructed in conformity with the plans and specifications as approved by the City. It shall be the responsibility of DASNY and OMH to provide a copy of the certification to the City Engineer. As-built drawings and a certification of completion shall be submitted to the City by DASNY and the OMH within sixty (60) days of when they have declared the Project to be complete in accordance with their contract documents. DASNY and OMH shall notify the City if there is a need for additional time to provide the As-Built drawings and the certification of completion.
3. Elements of the work for the replacement of the 10" water main may require construction in the Irving Avenue and Crouse Avenue City Right-of-Ways, which are emergency routes to the hospitals, therefore, traffic within the City's Right of Way shall be maintained at all times during construction. The entire area of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress. Madison Street is a private road, subject to a City easement, but not part of the City Right-of Way. Therefore, Madison Street is not subject to these closure

provisions and can be shut down by DASNY and OMH as necessary for the Project.

4. To the extent permitted by law, DASNY and the OMH will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of DASNY and the OMH or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.

5. That DASNY and the OMH, their successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.

6. That all ordinances, rules and regulations of the City and its departments, including but not limited to the Building Code of the City of Syracuse, shall be complied with at all times.

7. The Work in the City's Right-of-Way shall be subject to the street cut and repair permitting process administered by the City's Commissioner of Public Works and any other standard permitting processes that exist.

8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

9. That as detailed in their Contract Documents with their Contractor(s) DASNY and the OMH shall require that the Contractor(s) adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, DASNY and the OMH or their successors and assigns, shall be responsible for enforcing the Contract requirements with their Contractor to provide replacement to the satisfaction of the City Engineer, the Commissioner of Public Works, and the Commissioner of Water. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the Commissioner of Water.

10. That DASNY and the OMH shall include language in their contracts with their Contractor(s) who will be performing the work on the water main replacement of the 10" main to require that the City of Syracuse is included as an additional insured on their general liability policies and that the Contractor shall indemnify and hold harmless the City of Syracuse, as an Owner's Related Party in the DASNY and the OMH Contract Documents, from any claims for damages relative to this Project. DASNY and the OMH, their successors, assigns, and agents shall require that the Contractor keep in force for the duration of this Project, a general liability insurance policy, in the amount of \$2,000,000. A Certificate of said insurance, along with the declaration page and/or blanket endorsement confirming the City's status as an additional insured, shall be submitted to the Department of Engineering, Room 401 City Hall, 233 East Washington Street, Syracuse, New York 13202.

11. As detailed in their Contract Documents any coordination with the various utility operators, private and/or public, is the responsibility of DASNY and the OMH. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City easement or Right of Way.

12. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Water as herein provided, receipt of acceptable record drawings and documentation of inspections and testing, said water main and all rights and interests thereto shall pass to and become the property of the City of Syracuse. The City shall provide DASNY and the OMH with written confirmation as to the date of acceptance of the above-described sewer main and appurtenances by the City.

13. DASNY and the OMH shall coordinate with the Commissioner of the City of Syracuse Water Department with respect to the impacts on the City owned water system from the water main replacement. The City requires that utility installations must maintain a minimum of three (3) foot separation from the water main joints, tees and valves. All utilities shall be installed in accordance with Ten State Standards which require 10-foot horizontal clearance from water main and service lateral and 18-inch vertical clearance at crossing of water main.

14. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption. Should DASNY and the OMH encounter circumstances beyond their control that may result in failure in their ability to complete the Project within two (2) years from the date of the adoption of this Ordinance, it shall be the responsibility of DASNY and the OMH to notify the City Engineer in writing, providing a detailed description of the delay and the new anticipated completion date for the Project. The City Engineer, DASNY and the OMH shall agree on how to proceed and seek any necessary amendments to this Ordinance subject to the approval of the Mayor and Common Council. The terms and conditions of any amendment to this Ordinance shall be subject to the approval of the Corporation Counsel.

15. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, the Commissioner of Water and DASNY and the OMH.

16. The Commissioner of Water has set the following conditions which DASNY and the OMH shall meet for the Project:

- a. As detailed in the Contract Documents DASNY and OMH shall provide for full-time project management services and construction inspection services during the construction of the water main to ensure the construction is constructed in accordance with the plans and specifications. These services shall be provided by qualified inspector(s). The City will notify DASNY and the OMH of any issues with project management services and construction inspection services during the water main replacement, and DASNY and the OMH will work with their Contractor

to address these issues. DASNY and the OMH shall provide all reports relative to the construction and the construction inspection to the City. The Consultant Inspector shall have experience in water main replacement and general reconstruction in the public R.O.W. All construction and inspection documentation, including but not limited to, shop drawings, daily reports, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review prior to the City's acceptance of the work.

- b. DASNY and the OMH shall notify the City of any design changes to the water main from the previously approved plans and specifications. Construction cannot proceed until City approval of any design changes is obtained, such approval will not be unreasonably delayed or denied.
- c. DASNY and the OMH shall allow City representatives on site to observe the construction. The City shall advise DASNY and the OMH of any issues observed with materials, workmanship, construction of the sewer main and the associated structures as soon as possible to avoid unnecessary delays in construction.
- d. DASNY and the OMH shall have their Contractor(s) correct any deficiencies in the construction as identified by the City to the satisfaction of the City.
- e. The City shall only accept the water main and the associated structures when the water main replacement is fully complete. Completion shall include but not be limited to all piping in place, all manholes complete (including bench walls), all excavations are backfilled and compacted and in place for over thirty (30) days, the systems have been thoroughly tested and as-built plans have been provided and reviewed by both the design engineer (Delta Engineers, Architects, & Land Surveyors) and City Engineer. In accordance with the provisions of their Contract Documents, DASNY and the OMH shall address any deviations noted between the as-built plans and design plans immediately, and any other City concerns associated with the water main, and the associated structures shall be addressed before the City accepts the water main and associated structures without exception.

17. As there is no contractual design agreement between the City of Syracuse and the Engineer of Record, Delta Engineers Architects & Surveyors ("Delta"), DASNY and the OMH shall include language in their Contract with Delta that requires that Delta is required to indemnify and hold harmless the City of Syracuse relative to this Project. For the purposes of this Ordinance the City shall be classified as an "Owner's Related Party" as that term is defined in Chapter 3, Article 6 of the DASNY Contract Documents for this Project. Pursuant to the status as an Owner's Related Party: To the fullest extent permitted by law, DASNY's Professional(s) shall protect, indemnify and hold harmless the City of Syracuse, as an Owner's Related Party, from and against any and all liability, loss, claims, demands, suits, costs, fees, interest and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought and regardless of the legal theories upon which premised, including, but not limited to those arising

out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from any negligent act, error or omission or any intentional misconduct (i) of the Professional; or (ii) of the Professional's Subconsultants, Subcontractors or suppliers; or (iii) of the agents, employees or servants of the Professional or its Subconsultants, Subcontractors or suppliers.

18. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by DASNY and OMH.

19. DASNY and OMH shall make application and obtain appropriate approval from the Onondaga County Plumbing Control Division of Water Environment and Protection and internal plumbing permits associated with this Project.

20. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of the City of Syracuse Department of Public Works as herein provided, said sewer main and the associated structures and all rights and interests thereto shall pass to and become the property of the City of Syracuse.

21. The easement to the City of Syracuse for Madison Street is not altered by this Agreement for acceptance of the 24" Combined Sewer Main in the Madison Street Right of Way and all terms and conditions of the easement shall remain as per the original agreement entered into at the time of the abandonment of Madison Street.

22. DASNY and the OMH shall take the necessary steps to ensure that the water work is performed in compliance with the terms and conditions of the DASNY and the OMH Contract Documents. The Commissioner of Water and the City Engineer must provide final approval of the completed water main in work in order for the City to accept ownership of the water main and the associated structures. As noted in the DASNY and the OMH Contract documents, upon completion of the water main replacement the Contractor is required to provide a one (1) year warranty. Upon the City's acceptance of the water main, per the Contract documents, the one (1) year warranty shall transfer to the City of Syracuse.



DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

November 2, 2022

Joseph B. Awald, PE
Commissioner

John D. Walsh
Deputy Commissioner

Ms. Patricia K. McBride
City Clerk
Room 231 City Hall
233 East Washington Street
Syracuse, New York 13202

Re: Request for Legislation Authorizing the City of Syracuse to Accept the Reconstruction of the City Owned 10-inch (10") Water main located in Madison Street between Almond Street and Irving Avenue from the New York State Dormitory Authority (DASNY) and the Office of Mental Health (OMH), which is being completed as part of a DASNY and OMH Project at no cost to the City.

Dear Ms. McBride:

Please place on the agenda for the next meeting of the Common Council:

An Ordinance Authorizing the City of Syracuse to Accept the replacement of the City Owned 10-inch (10") water main located in Madison Street between Almond Street and Irving Avenue from DASNY and OMH. The reconstruction is to be completed as part of DASNY Project 345170: Phase I Overall Site Improvements located at Hutchings Psychiatric Center, 620 Madison Street, Syracuse, New York, at no cost to the City.

This department has reviewed, coordinated with other City departments and is of the opinion that the reconstruction of the sewer described in the plans and specifications on file at the Office of the City Engineer are to the benefit of the public. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the City of Syracuse Department of Public Works to accept the new replacement of the City Owned 10" water main on Madison Street, as shown on the plans as forwarded to the Department of Engineering that were prepared for the Dormitory Authority of the State of New York and the Office of Mental Health by Delta Engineers, Architects, & Land Surveyors titled "*Hutchings Psychiatric Center Phase I Overall Site Improvements*", dated January 6, 2022.

Department Of Water
101 N. Beech Street
Syracuse, N.Y. 13210

Office 315 448-8340
Fax 315 473-2608
Emergency 24 Hours
315 448-8360

The acceptance of the above-described sewer reconstruction will be subject to the following terms and conditions as permitted by law:

1. The Dormitory Authority of the State of New York (DASNY) and the Office of Mental Health (OMH), shall replace the 10" water main associated structures & elements located in Madison Street between Almond Street and Irving Avenue without cost to the City of Syracuse (City). The replacement shall be completed in accordance with the plans, Specifications and final locations

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submitted by DASNY and OMH and approved by the City Engineer and the Commissioner of Water.

2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the Commissioner of Water, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the Commissioner of Water subsequent to the completion of the work.** DASNY and OMH shall notify the City's Commissioner of the Department of Public Works and the City Engineer when the water replacement portion of DASNY's Project 345170 Phase I Overall Site Improvements located at Hutchings Psychiatric Center at 620 Madison Street, Syracuse, New York is anticipated to be complete. DASNY and the OMH, in accordance with their Contract Documents, shall have their Contractors provide them with a certification by a Professional Engineer as to the accuracy of the as-built drawings and this Professional Engineer shall attest to the fact that the improvements were constructed in conformity with the plans and specifications as approved by the City. It shall be the responsibility of DASNY and OMH to provide a copy of the certification to the City Engineer. As-built drawings and a certification of completion shall be submitted to the City by DASNY and the OMH within sixty (60) days of when they have declared the Project to be complete in accordance with their contract documents. DASNY and OMH shall notify the City if there is a need for additional time to provide the As-Built drawings and the certification of completion.

3. Elements of the work for the replacement of the 10" water main may require construction in the Irving Avenue and Crouse Avenue City Right-of-Ways, which are emergency routes to the hospitals, therefore, traffic within the City's Right of Way shall be maintained at all times during construction. The entire area of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress. Madison Street is a private road, subject to a City easement, but not part of the City Right-of-Way. Therefore, Madison Street is not subject to these closure provisions and can be shut down by DASNY and OMH as necessary for the Project.

4. To the extent permitted by law, DASNY and the OMH will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of DASNY and the OMH or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.

5. That DASNY and the OMH, their successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.

6. That all ordinances, rules and regulations of the City and its departments, including but not limited to the Building Code of the City of Syracuse, shall be complied with at all times.

7. The Work in the City's Right-of-Way shall be subject to the street cut and repair permitting process administered by the City's Commissioner of Public Works and any other standard permitting processes that exist.

8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

9. That as detailed in their Contract Documents with their Contractor(s) DASNY and the OMH shall require that the Contractor(s) adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, DASNY and the OMH or their

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

successors and assigns, shall be responsible for enforcing the Contract requirements with their Contractor to provide replacement to the satisfaction of the City Engineer, the Commissioner of Public Works, and the Commissioner of Water. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the Commissioner of Water.

10. That DASNY and the OMH shall include language in their contracts with their Contractor(s) who will be performing the work on the water main replacement of the 10" main to require that the City of Syracuse is included as an additional insured on their general liability policies and that the Contractor shall indemnify and hold harmless the City of Syracuse, as an Owner's Related Party in the DASNY and the OMH Contract Documents, from any claims for damages relative to this Project. DASNY and the OMH, their successors, assigns, and agents shall require that the Contractor keep in force for the duration of this Project, a general liability insurance policy, in the amount of \$2,000,000. A Certificate of said insurance, along with the declaration page and/or blanket endorsement confirming the City's status as an additional insured, shall be submitted to the Department of Engineering, Room 401 City Hall, 233 East Washington Street, Syracuse, New York 13202.

11. As detailed in their Contract Documents any coordination with the various utility operators, private and/or public, is the responsibility of DASNY and the OMH. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City easement or Right of Way.

12. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Water as herein provided, receipt of acceptable record drawings and documentation of inspections and testing, said water main and all rights and interests thereto shall pass to and become the property of the City of Syracuse. The City shall provide DASNY and the OMH with written confirmation as to the date of acceptance of the above-described sewer main and appurtenances by the City.

13. DASNY and the OMH shall coordinate with the Commissioner of the City of Syracuse Water Department with respect to the impacts on the City owned water system from the water main replacement. The City requires that utility installations must maintain a minimum of three (3) foot separation from the water main joints, tees and valves. All utilities shall be installed in accordance with Ten State Standards which require 10-foot horizontal clearance from water main and service lateral and 18-inch vertical clearance at crossing of water main.

14. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption. Should DASNY and the OMH encounter circumstances beyond their control that may result in failure in their ability to complete the Project within two (2) years from the date of the adoption of this Ordinance, it shall be the responsibility of DASNY and the OMH to notify the City Engineer in writing, providing a detailed description of the delay and the new anticipated completion date for the Project. The City Engineer, DASNY and the OMH shall agree on how to proceed and seek any necessary amendments to this Ordinance subject to the approval of the Mayor and Common Council. The terms and conditions of any amendment to this Ordinance shall be subject to the approval of the Corporation Counsel.

15. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and DASNY and the OMH.

16. The Commissioner of Water has set the following conditions which DASNY and the OMH shall meet for the Project:

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- a. As detailed in the Contract Documents DASNY and OMH shall provide for full-time project management services and construction inspection services during the construction of the water main to ensure the construction is constructed in accordance with the plans and specifications. These services shall be provided by qualified inspector(s). The City will notify DASNY and the OMH of any issues with project management services and construction inspection services during the water main replacement, and DASNY and the OMH will work with their Contractor to address these issues. DASNY and the OMH shall provide all reports relative to the construction and the construction inspection to the City. The Consultant Inspector shall have experience in water main replacement and general reconstruction in the public R.O.W. All construction and inspection documentation, including but not limited to, shop drawings, daily reports, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review prior to the City's acceptance of the work.
- b. DASNY and the OMH shall notify the City of any design changes to the water main from the previously approved plans and specifications. Construction cannot proceed until City approval of any design changes is obtained, such approval will not be unreasonably delayed or denied.
- c. DASNY and the OMH shall allow City representatives on site to observe the construction. The City shall advise DASNY and the OMH of any issues observed with materials, workmanship, construction of the sewer main and the associated structures as soon as possible to avoid unnecessary delays in construction.
DASNY and the OMH shall have their Contractor(s) correct any deficiencies in the construction as identified by the City to the satisfaction of the City.

The City shall only accept the water main and the associated structures when the water main replacement is fully complete. Completion shall include but not be limited to all piping in place, all manholes complete (including bench walls), all excavations are backfilled and compacted and in place for over thirty (30) days, the systems have been thoroughly tested and as-built plans have been provided and reviewed by both the design engineer (Delta Engineers, Architects, & Land Surveyors) and City Engineer. In accordance with the provisions of their Contract Documents, DASNY and the OMH shall address any deviations noted between the as-built plans and design plans immediately, and any other City concerns associated with the water main, and the associated structures shall be addressed before the City accepts the water main and associated structures without exception.

17. As there is no contractual design agreement between the City of Syracuse and the Engineer of Record, Delta Engineers Architects & Surveyors ("Delta"), DASNY and the OMH shall include language in their Contract with Delta that requires that Delta is required to indemnify and hold harmless the City of Syracuse relative to this Project. For the purposes of this Ordinance the City shall be classified as an "Owner's Related Party" as that term is defined in Chapter 3, Article 6 of the DASNY Contract Documents for this Project. Pursuant to the status as an Owner's Related Party: To the fullest extent permitted by law, DASNY's Professional(s) shall protect, indemnify and hold harmless the City of Syracuse, as an Owner's Related Party, from and against any and all liability, loss, claims, demands, suits, costs, fees, interest and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought and regardless of the legal theories upon which premised, including, but not

limited to those arising out of bodily injury to, or sickness or death of, any person, or property damage or destruction (including loss of use), which may be imposed upon, incurred by or asserted against the Owner or the Owner's Related Parties allegedly or actually arising out of or resulting from any negligent act, error or omission or any intentional misconduct (i) of the Professional; or (ii) of the Professional's Subconsultants, Subcontractors or suppliers; or (iii) of the agents, employees or servants of the Professional or its Subconsultants, Subcontractors or suppliers.

18. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by DASNY and OMH.

19. DASNY and OMH shall make application and obtain appropriate approval from the Onondaga County Plumbing Control Division of Water Environment and Protection and internal plumbing permits associated with this Project.

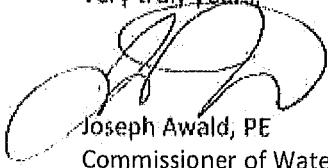
20. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of the City of Syracuse Department of Public Works as herein provided, said sewer main and the associated structures and all rights and interests thereto shall pass to and become the property of the City of Syracuse.

21. The easement to the City of Syracuse for Madison Street is not altered by this Agreement for acceptance of the 24" Combined Sewer Main in the Madison Street Right of Way and all terms and conditions of the easement shall remain as per the original agreement entered into at the time of the abandonment of Madison Street.

22. DASNY and the OMH shall take the necessary steps to ensure that the water work is performed in compliance with the terms and conditions of the DASNY and the OMH Contract Documents. The Commissioner of Water and the City Engineer must provide final approval of the completed water main in work in order for the City to accept ownership of the water main and the associated structures. As noted in the DASNY and the OMH Contract documents, upon completion of the water main replacement the Contractor is required to provide a one (1) year warranty. Upon the City's acceptance of the water main, per the Contract documents, the one (1) year warranty shall transfer to the City of Syracuse.

Additional terms and conditions, as recommended by the Commissioner of Water and the Corporation Counsel, shall be set forth in the Ordinance.

Very truly yours,



Joseph Awald, PE
Commissioner of Water

Ordinance No.

2022

**ORDINANCE AUTHORIZING CONTRACT
WITH GHD CONSULTING SERVICES INC.
(GHD) FOR THE DEPARTMENT OF WATER FOR
THE DESIGN OF THE INTAKE #2 EXTENSION**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for the Intake #2 Extension design services and the RFP Committee recommended that GHD Consulting Services Inc. (GHD) be awarded the contract; and

WHEREAS, the Mayor has approved the retention of GHD, under the following terms:

- (1) GHD shall provide Intake #2 Extension design services for the Department of Water;
- (2) The City shall pay GHD an amount not to exceed \$893,972 for all services under this agreement which shall be for a duration of 835 calendar days from contract execution date;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to operating account No. 08.800052121.



DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE
Commissioner

November 3, 2022

John D. Walsh
Deputy Commissioner

Ms. Patricia McBride
City Clerk
Room 231 City Hall
Syracuse, New York 13202

**RE: Intake #2 Extension Design Contract
RFP Committee Recommendation**

Dear Ms. McBride:

Please prepare legislation for the Common Council agenda for the Water Department to enter into a contract with GHD Consulting Services Inc. (GHD). This contract is for the design of the Intake #2 Extension for the Department of Water. An RFP committee recommended award to GHD after a thorough review of the various firms that submitted proposals.

The City of Syracuse Water Department owns and operates two large diameter water intakes in Skaneateles Lake. Due to its location and shorter length, Intake #2 is prone to high turbidity events during days with stronger winds. These turbidity events threaten the Water Department's filter avoidance and put unnecessary stress on the water system as a whole.

GHD is a local engineering firm with strong personal ties to the City of Syracuse and surrounding areas. They have extensive experience in the permitting, design, and construction of water system projects. The Water Department would like to enter into a contract with GHD in an amount not to exceed \$893,972. Expenditures will be charged to operating account 08.800052121. The duration of this contract shall be 835 calendar days from the execution date.

Department Of Water
101 N. Beech Street
Syracuse, N.Y. 13210

Office 315 448-8340
Fax 315 473-2608
Emergency 24 Hours
315 473-8360

Very truly yours,

Joseph Awald, P.E.
Commissioner of Water

www.syr.gov.net



DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

November 2, 2022

Joseph B. Awald, PE
Commissioner

John D. Walsh
Deputy Commissioner

Tim Rudd
Office of Management & Budget
Room 213, City Hall
Syracuse, New York 13202


Re: Intake #2 Extension Design Contract Recommendation (RFP: 23-033)

Dear Mr. Rudd,

The Request for Proposal (RFP) committee has reviewed the proposal submitted for the design of the Intake #2 Extension Project and requests approval from the Mayor to enter into a contract with GHD Consulting Services Inc. (GHD).

The RFP committee met to review the proposals taking into account: personnel, references, experience, and fee. It is the recommendation of the selection committee to award the contract to GHD of Syracuse, New York. This recommendation is based upon the program they have proposed, along with their experience and reputation, which qualifies them to fulfill the contract as specified.

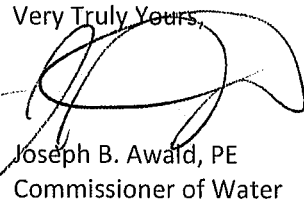
The cost of these services will not exceed \$893,972 and will be charged to the Water Account 08 599808 800052121. The duration of the contract is anticipated to be 835 calendar days.

Approved 
Disapproved _____

Date 11-8-22
Date _____

Department Of Water
101 N. Beech Street
Syracuse, N.Y. 13210

Office 315 448-8340
Fax 315 473-2608
Emergency 24 Hours
315 473-8360

Very Truly Yours,

Joseph B. Awald, PE
Commissioner of Water

www.syr.gov.net

S:_Projects\O-022-0019_Intake #2 Extension\14-Bidding Phase\Intake #2 Extension Design Contract Recommendation.doc




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh

FROM: Timothy M. Rudd, Director of Management and Budget 

DATE: November 4, 2022

SUBJECT: RFP #23-033 – Design of the Intake #2 Extension for the Department of Water

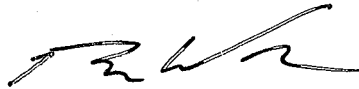
On behalf of the Department of Water, I am requesting the City of Syracuse award RFP# 23-033 and enter into an agreement with **GHD Consulting Services Inc. (GHD)** This contract is for the design of the Intake #2 Extension for the Department of Water. An RFP committee recommended awarding to GHD after a thorough review of the various firms that submitted proposals.

The City of Syracuse Water Department owns and operates two large diameter water intakes in Skaneateles Lake. Due to its location and shorter length, Intake #2 is prone to high turbidity events during days with stronger winds. These turbidity events threaten the Water Department’s filter avoidance and put unnecessary stress on the water system as a whole.

GHD is a local engineering firm with strong personal ties to the City of Syracuse and surrounding areas. They have extensive experience in the permitting, design, and construction of water system projects. The Water Department would like to enter into a contract with GHD in an amount not to exceed \$893,972. Expenditures will be charged to operating account 08.800052121. The duration of this contract shall be 835 calendar days from the execution date.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

11/9/22
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SYRACUSE ON
BEHALF OF THE DEPARTMENT OF PUBLIC
WORKS AND ONONDAGA COMMUNITY
COLLEGE RELATIVE TO PROVIDE CREDIT-
BEARING COURSES TO DEPARTMENT OF
PUBLIC WORKS EMPLOYEES**

BE IT ORDAINED, subject to the approval of the Mayor, that the Commissioner of DPW be and he is hereby authorized to enter into a Memorandum of Understanding between the City of Syracuse, on behalf of the Department of Public Works, and Onondaga Community College (“OCC”) relative to providing credit-bearing courses, including but not limited to Intro to Welding, to Department of Public Works employees (hereinafter referred to as the “Agreement”); and

BE IT FURTHER ORDAINED, that said Agreement shall be for a term of one (1) year commencing January 1, 2023 through December 31, 2023, with the option to renew the Agreement for two (2) additional one (1) year periods subject to the approval of the Mayor and Common Council and Onondaga Community College; and

BE IT FURTHER ORDAINED, the City shall pay OCC the total cost of tuition, fees and books for each enrolled employee for a total cost not to exceed \$10,000.00 per year; and

BE IT FURTHER ORDAINED, that said agreement shall be subject to the approval of the Corporation Counsel; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to the Account # 01.51320.541620 or another appropriate account to be determined by the Commissioner of Finance.

29



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Jeremy Robinson
Commissioner

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13203

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

**Re: Agreement between Onondaga Community College and the City of Syracuse
Department of Public Works for Employees to take credit-bearing courses**

Dear Ms. McBride,

Please prepare legislation upon Mayoral approval for the next Common Council meeting to authorize the City of Syracuse to enter into agreement with Onondaga Community College for employees to take credit-bearing courses including but not limited to Intro to Welding (AET-195).

- The term of this agreement shall be for one year commencing on January 1, 2023 through December 31, 2023 with the option to renew for two (2) additional one (1) year periods. We agree to reimburse Onondaga Community College the total cost of tuition, fees and books per enrolled employee. Tuition is \$216.00 per credit hour for part time enrollment which is less than 12 registered credit hours.

Expenditures are estimated not to exceed \$10,000 per year and will be charged to 01.51320.541620 or any other account deemed appropriate by the Commissioner of Finance.

Please do not hesitate to contact me directly if you have any questions or require additional information.

Very truly yours,

Jeremy Robinson
Commissioner of DPW

Dept. of Public Works
1200 Canal St. Extension
Syracuse, N.Y. 13202

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

9



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Tim Rudd
Budget and Management Director
City Hall Mayors Office
Syracuse, NY 13203

Re: Mayoral Approval for an Agreement between Onondaga Community College and the City of Syracuse Department of Public Works for Employees to take credit-bearing courses

Dear Mr. Rudd,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with Onondaga Community College for employees to take credit-bearing courses including but not limited to Intro to Welding (AET-195).

- The term of this agreement shall be for one year commencing on January 1, 2023 through December 31, 2023 with the option to renew for two (2) additional one (1) year periods. We agree to reimburse Onondaga Community College the total cost of tuition, fees and books per enrolled employee. Tuition is \$216.00 per credit hour for part time enrollment which is less than 12 registered credit hours.

Expenditures are estimated not to exceed \$10,000 per year and will be charged to 01.51320.541620 or any other account deemed appropriate by the Commissioner of Finance.


Upon Mayoral approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

Please do not hesitate to contact me directly if you have any questions or require additional information.

Dept. of Public Works
1200 Canal St. Extension
Syracuse, N.Y. 13202

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Approved:  Denied: _____ Date: 11-8-22

Very truly yours,



Jeremy Robinson
Commissioner of DPW



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: November 7, 2022
SUBJECT: Agreement – Onondaga Community College

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Onondaga Community College for employees to take credit-bearing courses including but not limited to Intro to Welding (AET-195).

- The term of this agreement shall be for one year commencing on January 1, 2023 through December 31, 2023 with the option to renew for two (2) additional one (1) year periods. We agree to reimburse Onondaga Community College the total cost of tuition, fees, and books per enrolled employee. Tuition is \$216.00 per credit hour for part time enrollment which is less than 12 registered credit hours.

Expenditures are estimated not to exceed \$10,000 per year and will be charged to 01.51320.541620 or any other account deemed appropriate by the Commissioner of Finance.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

11/9/22
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Memorandum of Understanding
Between Onondaga Community College (OCC), located at
4585 West Seneca Turnpike, Syracuse, NY, 13215 and
City of Syracuse,
1200 Canal Street, Syracuse, NY 13210

The signatories of this Memorandum of Understanding (MOU) declare their intention to participate in a partnership to deliver education and training for designated employees of City of Syracuse Department of Public Works through credit-bearing courses including but not limited to Intro to Welding (AET-195). Both parties to this MOU have reached the following understanding:

1. Term

The term of this agreement shall be from January 1, 2023 – December 31, 2023 and subject to the following conditions. The contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties. Both DPW and OCC reserve the right to terminate this Agreement for cause at any time:

2. Modification and Waiver

No waiver or modifications shall be valid unless it is in writing and signed by OCC and DPW.

3. Curriculum and Courses

DPW employees who have enrolled in credit-bearing courses at the College as determined by DPW, will be eligible to earn credit through Onondaga Community College.

4. Students

Each student must enroll for the course(s) with the College through a specialized registration process as instructed by the Dean of Natural and Applied Sciences. As part of this process, DPW will identify which employees they wish to sponsor for training and notify OCC.

5. Tuition and Fees

DPW agrees to reimburse the College the total cost of tuition, fees and books per enrolled employee. Resident tuition is currently \$216.00 per credit hour for part time enrollment (less than 12 registered credit hours). Tuition and fee rates will be applied as listed at www.sunyocc.edu/tuition. Requests to drop an enrolled student/employee from a course submitted prior to the first day of the semester will be awarded a 100% refund. Beginning the first day of the semester, tuition and fee charges incurred will be the responsibility of DPW. Course drop dates determine the tuition refund schedule as listed at www.sunyocc.edu/refund.

Onondaga Community College and City of Syracuse Department of Public Works both agree that, in the performance of this Agreement, they will follow all applicable federal, state and local laws, rules and regulations.

Both parties to this Agreement will comply with all Executive Orders of the Governor of New York State and all corresponding Guidance from the New York State Department of Health, State University of New York and the Onondaga County Department of Health in regard to the Covid-19 pandemic. All Onondaga Community College students must be fully vaccinated when indoors on campus.

Authorized Signature and Title

Authorized Signature and Title

Date: _____

Date: _____

Mark R. Manning, Senior Vice President and CFO
Onondaga Community College

Jeremy Robison, Commissioner of DPW
City of Syracuse

AET-195 ST: Intro Welding & Metallurgy (1 Credits)

This course is designed to provide hands-on experience directly related to the the area of Welding and Metallurgy. Hands-on learning is emphasized with information of basic metal properties and safe use of equipment. Through hands-on learning activities, students will come to understand basic metal properties and how to use equipment safely.

Requisites:

None

Offered:

All Semesters, Every Year

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO. 364-2022 AUTHORIZING PURCHASE, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, OF REPAIR SERVICE AND PARTS FOR S & W FUEL ISLAND FOR THE DEPARTMENT OF PUBLIC WORKS DURING THE FISCAL YEAR 2022/2023

BE IT ORDAINED, that Ordinance No. 364-2022 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of repair service and parts for the S & W Fuel Island for the Department of Public Works during the fiscal year 2022/2023 at a cost not to exceed \$50,000.00* (additional expense due to DEC and EPA compliance requirements) without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item because the needed parts and/or repair services cannot be identified for purchase in advance due to the unpredictability of the specific repair work and/or parts that will ultimately be needed for the S & W Fuel Island; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said repair service and parts for the S & W Fuel Island at a cost not to exceed \$50,000.00*, charging the cost thereof to Budget Account #01.51320.540210, 01.51320.540220, and/or 01.51320.540511, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2023 provided funding from the appropriation authorized by this Ordinance remains available.

_____ = new material

*previously read \$15,000.00



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

November 7, 2022

Timothy M. Rudd
Director

Ms. Patricia McBride
City Clerk
City Hall
Syracuse, New York

Julie Castellitto
Assistant Director

RE: Amend Ordinance #364-2022 – S&W Fuel Island

Dear Ms. McBride:

On behalf of the Department of Public Works, please prepare the following legislation to be introduced at the next scheduled Common Council Meeting:

- Amend Ordinance #364-2022 authorizing the purchase of repair services, parts and fuel keys for S&W Fuel Island without formal advertising and competitive bidding during the 2022/2023 fiscal year not to exceed amount from \$15,000 to \$50,000

There have been more than anticipated repairs due to DEC and EPA compliance.

Total expenditures are estimated not to exceed \$50,000 and will be charged to account #01.51320.540210 or 01.513202.540220 and 01.51320.540511.

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

Office of Management and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Tim Rudd
Director of Management and Budget
City Hall Room 213
Syracuse, New York 13202

Re: Request to Amend Ordinance #364-2022 for S & W Fuel Island repairs, parts and fuel keys

Dear Mr. Rudd,

Please request the introduction of the following legislation at the next meeting of the Common Council:

- Amend Ordinance #364-2022 authorizing the purchase of repair service, parts and fuel keys for S & W Fuel Island without formal advertising and competitive bidding during the 2022/2023 fiscal year not to exceed amount from \$15,000 to \$50,000.

There have been more than anticipated repairs due to DEC and EPA compliance.

Total expenditures are estimated not to exceed \$ 50,000 and will be charged to account #01.51320.540210 or 01.51320.540220 and 01.51320.540511.

Should you have any questions, please feel free to call me.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

Department of Public
Works
1200 Canal St.
Extension
Syracuse, N.Y. 13202

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: Robin St. Hilaire, Secretary to Commissioner- DPW
John Yost, Garage Manager of MEM-DPW
Jenna Vendetti, Administrative Officer-DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

General Ordinance No.

2022

ORDINANCE APPROVING A SPECIAL PERMIT FOR INDOOR AMUSEMENT AND RECREATION ON PROPERTY SITUATED AT 3020-3040 (AKA 3030) ERIE BOULEVARD EAST AND 114-122 HEADSON DRIVE

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on October 11, 2022, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Erie Realty Holding, LLC, owner, and Ellen Goldberg, applicant, for a special permit for Indoor Amusement and Recreation on property situated at 3020-3040 (aka 3030) Erie Boulevard East and 114-122 Headson Drive, Syracuse, New York, that had not previously been granted a special permit, pursuant to Part B, Section V, Article 2, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING WITH CONDITION(S) A SPECIAL PERMIT
FOR INDOOR AMUSEMENT AND RECREATION ON PROPERTY SITUATED AT
3020-3040 (AKA 3030) ERIE BOULEVARD EAST AND 114-122 HEADSON DRIVE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 11th day of October, 2022, adopt the following resolution:

WHEREAS, the applicant, Ellen Goldberg, is requesting a Special Permit for Indoor Amusement and Recreation in order to expand an existing fitness center on property situated at 3020-3040 (aka 3030) Erie Boulevard East and includes accessory parking on property situated at 114-122 Headson Drive pursuant to Part B, Section V, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and

WHEREAS, the City Planning Commission held a Public Hearing on the request on October 11, 2022, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and

WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and

WHEREAS, the scope of work includes interior and exterior renovations in order to expand an existing fitness center operating without a Special Permit from 5,647 square feet to 8,591 square feet and install a new entry onto Erie Boulevard East with accessory parking on property situated at 114-122 Headson Drive; and

WHEREAS, 3020-3040 (aka 3030) Erie Boulevard East is an irregular-shaped developed lot with an existing one and two-story building, 26 off-street parking spaces, of which all or parts of six spaces encroach into the City right-of-way, 523.85 feet of frontage along Erie Boulevard East, 378.87 feet of frontage along Headson Drive, and a lot area of approximately 53,200 square feet; and

WHEREAS, 114-122 Headson Drive is a slightly irregular-shaped developed lot with a surface parking lot with three driveways onto Headson Drive and 119 off-street parking spaces (all or parts of 19 spaces encroach into the City right-of-way), 344 feet of frontage along Headson Drive, a lot depth of approximately 135 feet, and a lot area of approximately 44,212 square feet; and

WHEREAS, the subject properties lie within a Commercial, Class B zoning district, as do the adjacent and neighboring properties to the east and south; neighboring properties to the north and east lie within Industrial, Class A and Commercial, Class A zoning districts; and

WHEREAS, land use in the area consists primarily of commercial, retail, and office uses; and

WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Eastside neighborhood, as Suburban Commercial; and

- WHEREAS, additional land uses on the site include 1,200 square feet of office area (Express Employment Professionals), approximately 7,655 square feet of retail space (Syracuse Liquor, In and Out Smoke Shop, Troutfitters), approximately 5,300 square feet of personal services (Tian Tang Spa, Ryan's Nails, Venus Salon and Spa), approximately 2,600 square feet of indoor amusement and recreation (Miori Martial Arts) which appears to be operating without a Special Permit, and two restaurants (Sushi House, Polonaise); there is approximately 9,345 square feet of vacant tenant space; and
- WHEREAS, the hours of operation for the fitness center will be from 5:30 a.m. until 8:30 p.m. Monday through Friday, 8:00 a.m. until 11:00 a.m. Saturday, and 8:00 a.m. until 12:00 p.m. Sunday, with a maximum of 11 employees on premises at one time; and
- WHEREAS, the applicant submitted a property survey of part of Lot 50 dated June 16, 2006, and recertified on August 14, 2009, which illustrates the two subject properties with an existing building and 26 off-street parking spaces, of which all or parts of six spaces encroach into the City right-of-way, on property situated at 3020-3040 Erie Boulevard East and a surface parking lot with 119 off-street parking spaces, of which all or parts of 19 spaces encroach into the City right-of-way, on property situated at 114-122 Headson Drive; and
- WHEREAS, the applicant submitted a site plan and parking calculations (Sheet L1.1) dated June 7, 2022, which includes a parking requirement plan and illustrates 11 occupied tenant spaces and uses within the building; the parking requirement plan illustrates 9,345 square feet of vacant retail space; and
- WHEREAS, the applicant submitted a floor plan for the fitness center (Sheet A1.1) dated May 4, 2022, and last revised on June 7, 2022, which illustrates approximately 6,300 square feet of floor area arranged, intended, or designed for fitness purposes; and
- WHEREAS, the applicant submitted a partial exterior elevation (Dwg 8, Sheet A1.2) dated May 4, 2022, and last revised on June 7, 2022, which illustrates a proposed entrance on the north elevation to and from Erie Boulevard East and a proposed 20.2-square foot wall sign; and
- WHEREAS, during the Public Hearing the applicant acknowledged receiving review comments and coordinating with the City Transportation Planner and agreed to revise the site plan to comply with the requirements of the City Transportation Planner; and
- WHEREAS, the applicant submitted a proposed site plan (Sheet L1.2) dated October 26, 2022, in response to review comments which illustrates site improvements both on-site and in the Headson Drive right-of-way consisting of new curbing, a new sidewalk, and two 16-foot wide, restricted access driveways; the proposed site alterations reduce the parking on 3020-3040 (aka 3030) Erie Boulevard East from 26 spaces to 20; and

- WHEREAS, the eleven existing and proposed land uses on the property require 145 off-street parking spaces; 139 off-street parking spaces are available; the 9,345 square feet of vacant retail space is not included in this calculation; any future occupation of the vacant space will require review by the Office of Zoning Administration; and
- WHEREAS, the applicant is proposing to install three awning signs totaling 26.6 square feet on a single awning facing Headson Drive, and one wall sign totaling 20.2 square feet facing Erie Boulevard East; pursuant to Part C, Section VI, Article 15 of the City of Syracuse Zoning Rules and Regulations, as amended, the fitness center may have not more than two signs facing Headson Drive; and
- WHEREAS, the proposal deviates from Part C, Section III, Article 1 of the City of Syracuse Zoning Rules and Regulations, as amended, in that the eleven existing and proposed land uses on the property require 145 off-street parking spaces; 139 off-street parking spaces are available; and
- WHEREAS, the proposal deviates from Part C, Section VI, Article 15 of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposed use may have not more than two signs facing Headson Drive; the applicant is proposing to install one awning with three sign faces facing Headson Drive; and
- WHEREAS, the proposal necessitates two waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the parking and sign regulations; and
- WHEREAS, pursuant to Part C, Section VI, Article 6 of the City of Syracuse Zoning Rules and Regulations, as amended, the City Planning Commission is authorized to waive, alter or modify any of the sign regulations pertaining to signs incidental to any land use activity requiring the review and/or approval of the City Planning Commission; and
- WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works for review; and
- WHEREAS, the proposal was reviewed by the Onondaga County Planning Board pursuant to GML §239-1, m and n.; and
- WHEREAS, the Town of DeWitt was notified of the Public Hearing on September 27, 2022, pursuant to GML §239-nn; and
- WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is an Unlisted Action and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and
- WHEREAS, due consideration was given to the necessity, adequacy, and character of the proposed development, and vehicular and pedestrian circulation within the immediate vicinity; and

WHEREAS, the proposed use is so located as not to be detrimental to adjoining zoning districts and permitted uses; and

WHEREAS, the proposed use will not create hazardous or obnoxious conditions, and the public health, welfare, and safety will be protected; and

WHEREAS, the proposal was found to be in character with the adjoining land use;

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 11th day of October, 2022, APPROVE WITH CONDITION(S) the request of Ellen Goldberg for a Special Permit for Indoor Amusement and Recreation in order to expand an existing fitness center on property situated at 3020-3040 (aka 3030) Erie Boulevard East and includes accessory parking on property situated at 114-122 Headson Drive pursuant to Part B, Section V, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

BE IT FURTHER RESOLVED that said application be approved subject to compliance with the following conditions:

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
 - ALTA/ACSM Land Title Survey; Liquor Square; Part of Lot 50 – Town of DeWitt (Formerly) City of Syracuse, N.Y.; prepared by: Gary E. Cottrell, Registered Land Surveyor; dated: 6-16-06; recertified on August 14, 2009;
 - Site Plan & Parking Calculations (Sheet L1.1); Syracuse Sweat Club Expansion & Renovation, 3000-3030 Erie Blvd East; prepared by: Robert J. Seigart, Registered Architect; dated: 6/7/22; last revised: 10/11/22; scaled: as noted;
 - Proposed Site Plan & Details (Sheet L1.2); Syracuse Sweat Club Expansion & Renovation, 3000-3030 Erie Blvd East; prepared by: Robert J. Seigart, Registered Architect; dated: 10/26/22; scaled: as noted;
 - Floor Plan (Sheet A1.1); Syracuse Sweat Club Expansion & Renovation, 3000-3030 Erie Blvd East; prepared by: Robert J. Seigart, Registered Architect; dated: 5/4/22; last revised: 6/7/22; scaled: as noted;
 - Door Schedule, Details, and Reflected Ceiling Plan (Sheet A1.2); Syracuse Sweat Club Expansion & Renovation, 3000-3030 Erie Blvd East; prepared by: Robert J. Seigart, Registered Architect; dated: 5/4/22; last revised: 6/7/22; scaled: as noted;
 - Sign Plan (5 pages); Syracuse Sweat Club; 3020-3040 Erie Blvd;

4. Signage for the proposal is limited to a 20.2-square foot wall sign and three awning signs totaling 26.6 square feet on a single awning, as noted in condition number three above;

5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

BE IT FURTHER RESOLVED that this Commission GRANTS the requested waivers from Part C, Section III, Article 1 and Part C, Section VI, Article 15 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the parking and sign regulations as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that the applicant shall abide by the hours of operation as identified in the preamble to this resolution;

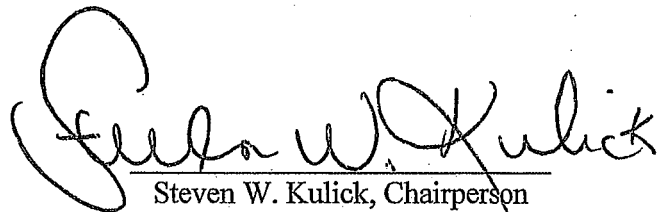
BE IT FURTHER RESOLVED that this approval is subject to the following CONDITION(S):

- the applicant shall comply with the requirements of the City Transportation Planner;

BE IT FURTHER RESOLVED that approval of this resolution does not relieve the applicant from compliance with any other regulatory or licensing provisions applicable thereto by the properly constituted Federal, State, County or City authorities to include, but not limited to the City of Syracuse Departments of Engineering and Public Works, and the Code Enforcement Office;

BE IT FURTHER RESOLVED that if the conditions enumerated above are not complied with, this Special Permit shall be subject to revocation;

BE IT FURTHER RESOLVED that this resolution is subject to the consent and approval of the Common Council of the City of Syracuse.


Steven W. Kulick, Chairperson
City Planning Commission

SYRACUSE SWEAT CLUB

EXPANSION & RENOVATION

3000 - 3030 ERIE BOULEVARD EAST
 SYRACUSE, NY 13224



Project No.
 179-10
 Date:
 07/22
 Revision Date:
 10/20/22



NAME
 PROJECT NO.
 DATE
 REVISION DATE

T1.0

LIST OF DRAWINGS

T1.0 COVER SHEET
 T1.1 CODE REVIEW

SITE

1.1 SITE PLAN & PARKING REQUIREMENTS
 1.1.2 PROPOSED SITE PLAN & DETAILS

ARCHITECTURAL

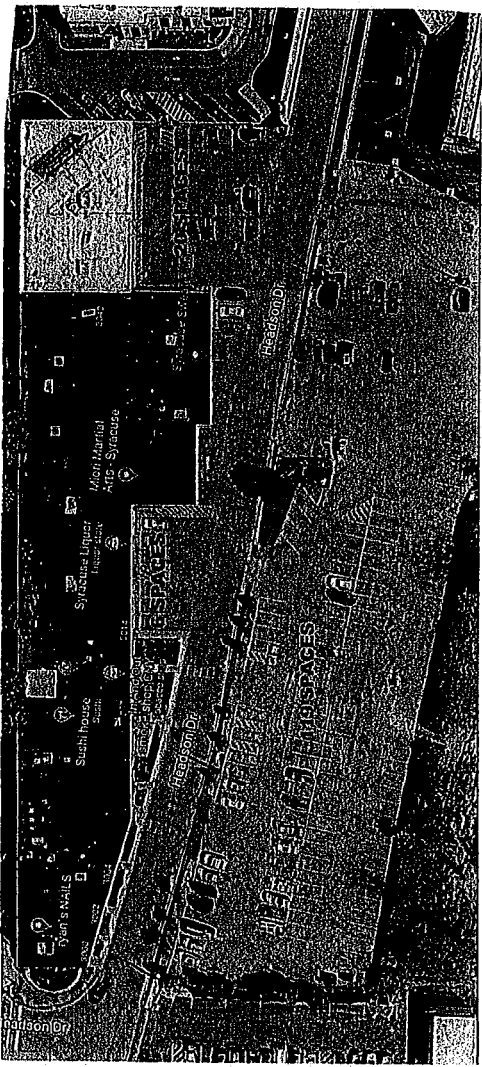
DT.1 DEMOLITION PLAN
 A1.1 FLOOR PLAN
 A1.2 DOOR SCHEDULE, DETAILS, & REFLECTED CEILING PLAN

GENERAL PROJECT NOTES

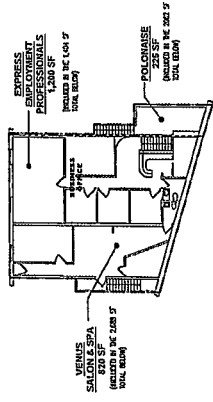
1. ALL ITEMS CALLED FOR REMOVAL AND DISPOSAL SHOULD BE RECYCLED WHENEVER POSSIBLE TO REDUCE LANDFILL IMPACT.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT WORK DESCRIBED IN THIS CONSTRUCTION DOCUMENT SET AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONTRACTS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL RELATED PROJECT WORK WITH ALL OTHER CONTRACTORS AND VENDORS. THE CONTRACTOR SHALL THEN COORDINATE AND SCHEDULE ALL RELATED PROJECT WORK TO BE ACCOMPLISHED.



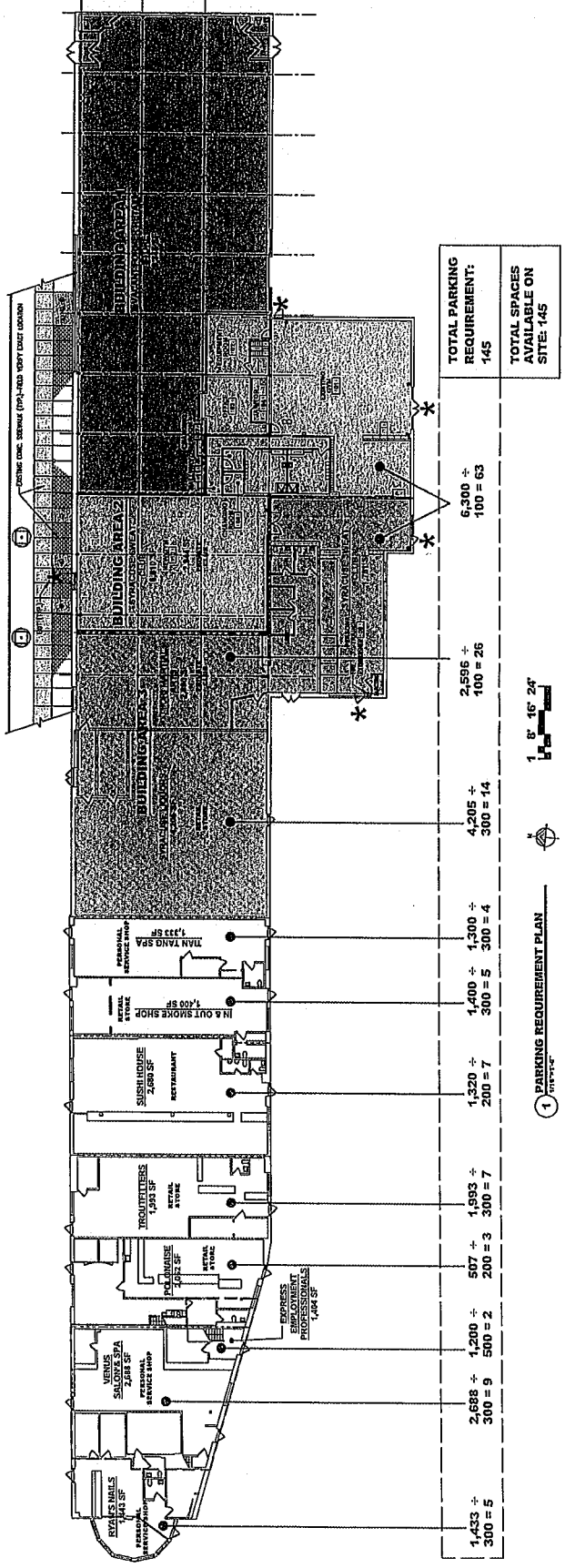
MAP LOCATION



3 SITE PLAN
 1" = 40'



2 SECOND FLOOR PLAN
 1/8" = 4'



1 PARKING REQUIREMENT PLAN
 1/8" = 4'

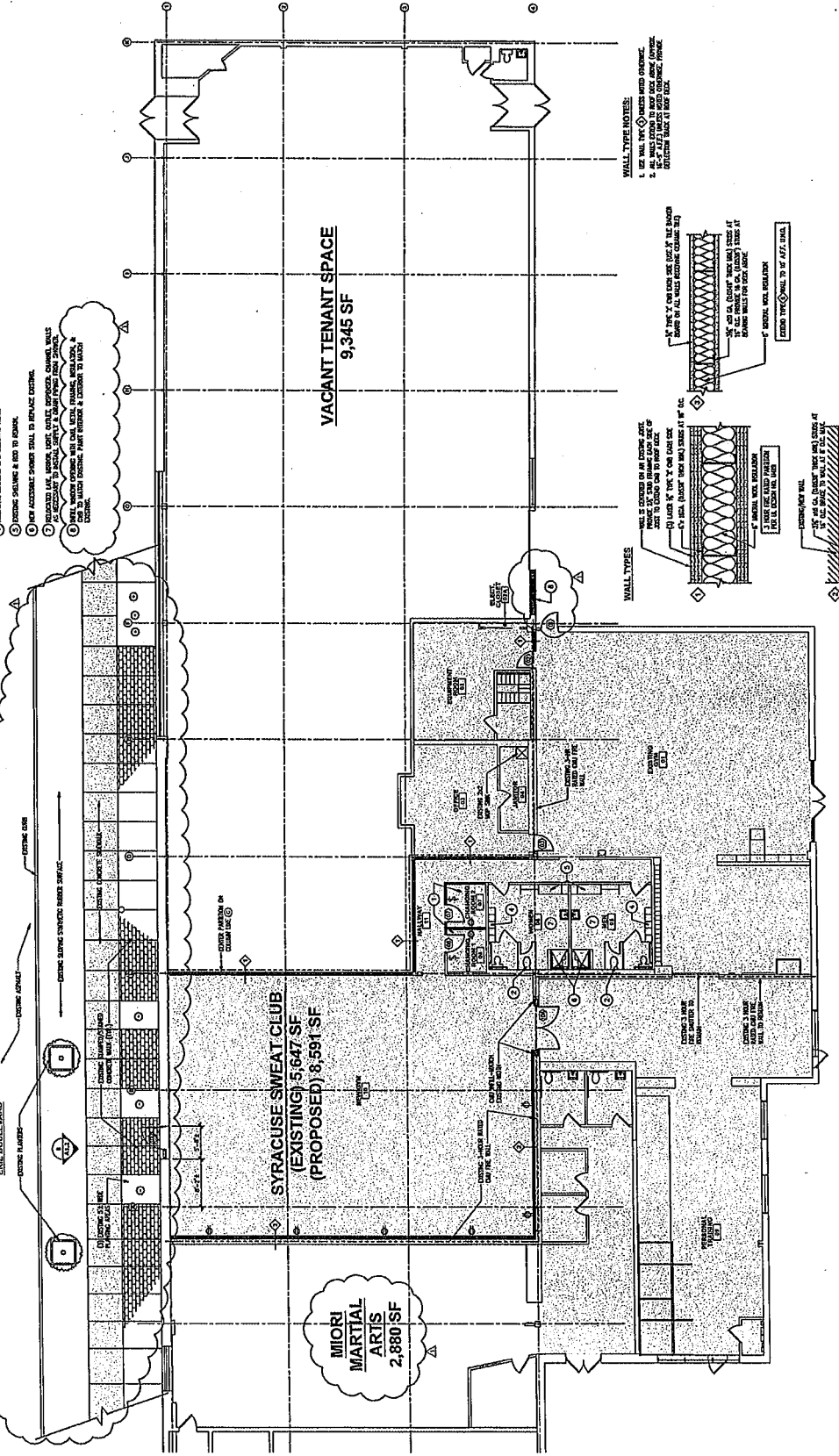


DATE	NO.	DESCRIPTION
07/22	01	ISSUED FOR PERMITS
07/22	02	ISSUED FOR PERMITS
07/22	03	ISSUED FOR PERMITS
07/22	04	ISSUED FOR PERMITS
07/22	05	ISSUED FOR PERMITS
07/22	06	ISSUED FOR PERMITS
07/22	07	ISSUED FOR PERMITS
07/22	08	ISSUED FOR PERMITS
07/22	09	ISSUED FOR PERMITS
07/22	10	ISSUED FOR PERMITS
07/22	11	ISSUED FOR PERMITS
07/22	12	ISSUED FOR PERMITS
07/22	13	ISSUED FOR PERMITS
07/22	14	ISSUED FOR PERMITS
07/22	15	ISSUED FOR PERMITS
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07/22	99	ISSUED FOR PERMITS
07/22	100	ISSUED FOR PERMITS

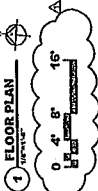
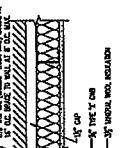
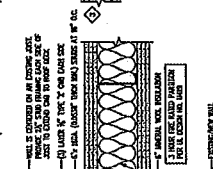
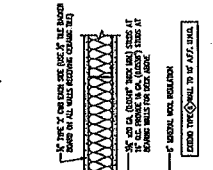
FLOOR PLAN
A1.1
 1751-0

GENERAL NOTES:
 A. FINISHES SHALL BE BY DRAWING. ALL FINISHES SHALL COMPLY WITH CURRENT CODES.

KEYED DEMOLITION NOTES:
 1. CONTRACTOR TO REMOVE EXISTING WALLS AND PARTS OF EXISTING WALLS.
 2. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 3. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 4. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 5. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 6. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 7. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 8. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 9. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 10. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.

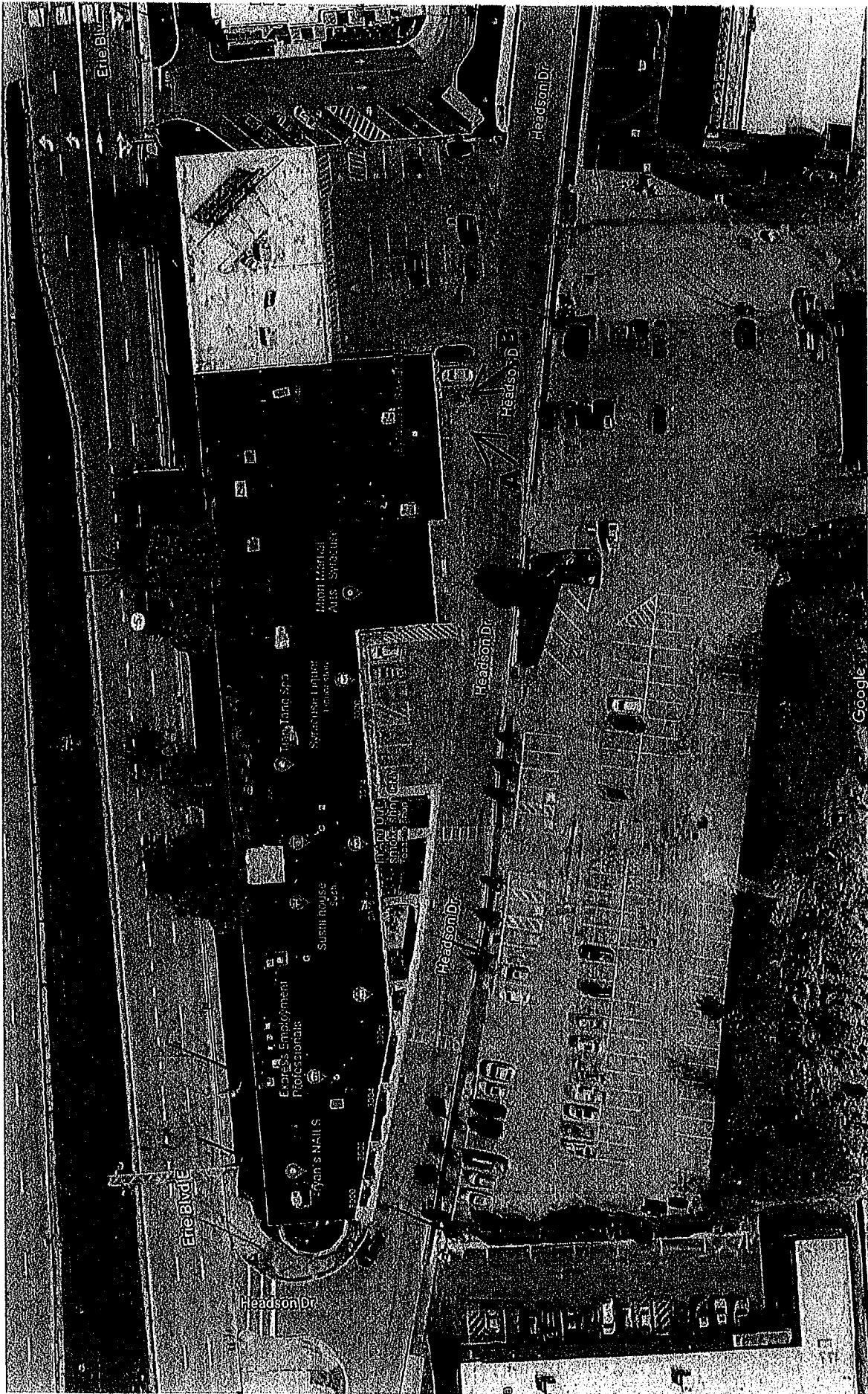


WALL TYPE NOTES:
 1. SEE WALL TYPE CALLOUTS FOR DETAILS.
 2. ALL WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.
 3. EXISTING WALLS TO BE DEMOLISHED SHALL BE DEMOLISHED TO FINISH FLOOR OR FINISH CEILING, WHICHEVER IS LOWER.



EXTERIOR SIGNAGE DRAWINGS

7/6/22, 8:08 AM



A

Sign 1
(facing south)
10'H x 17'-0"W

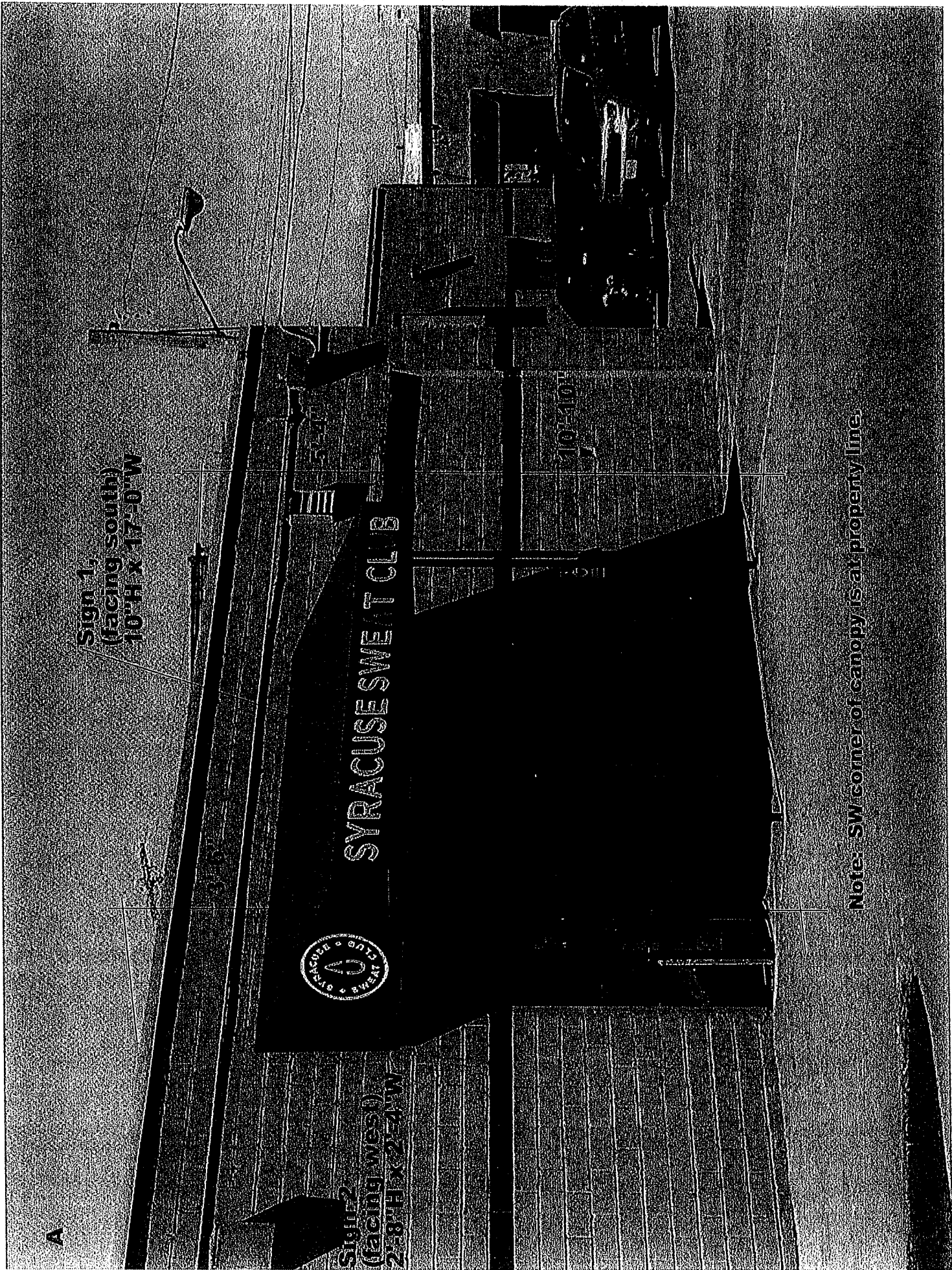
Sign 2
(facing west)
2'-8"H x 2'-4"W



SYRACUSE SWEET CLUB

10'-4 1/2"

Note: SW corner of canopy is at property line.



Sign 1,
(facing south)
10'H x 17'-0"W

B

3'-0"

2'-0"

5'-4"

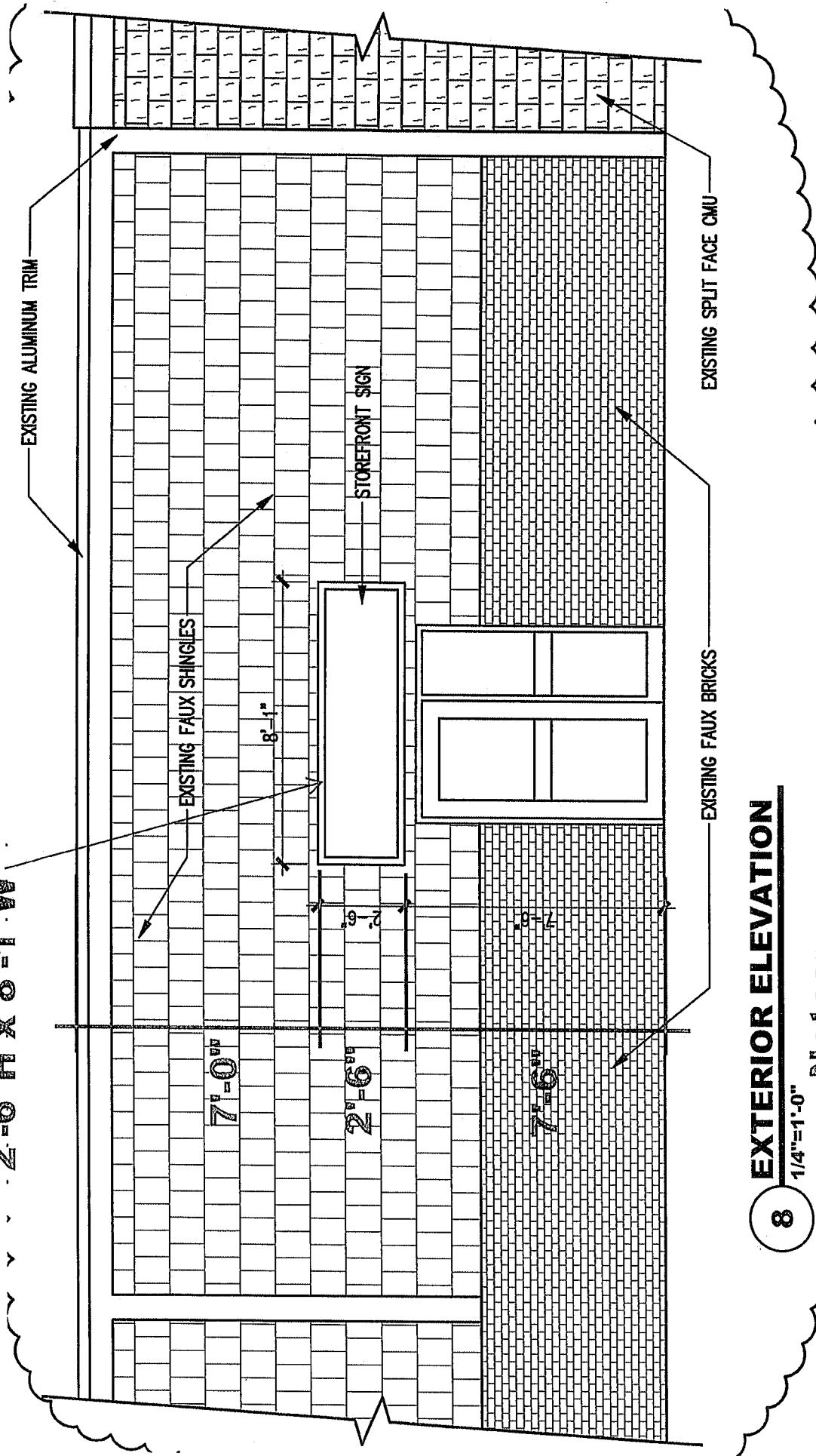
10'

10'-10"



D

sign 3
(facing north)
2'-6"H x 8'-1"W

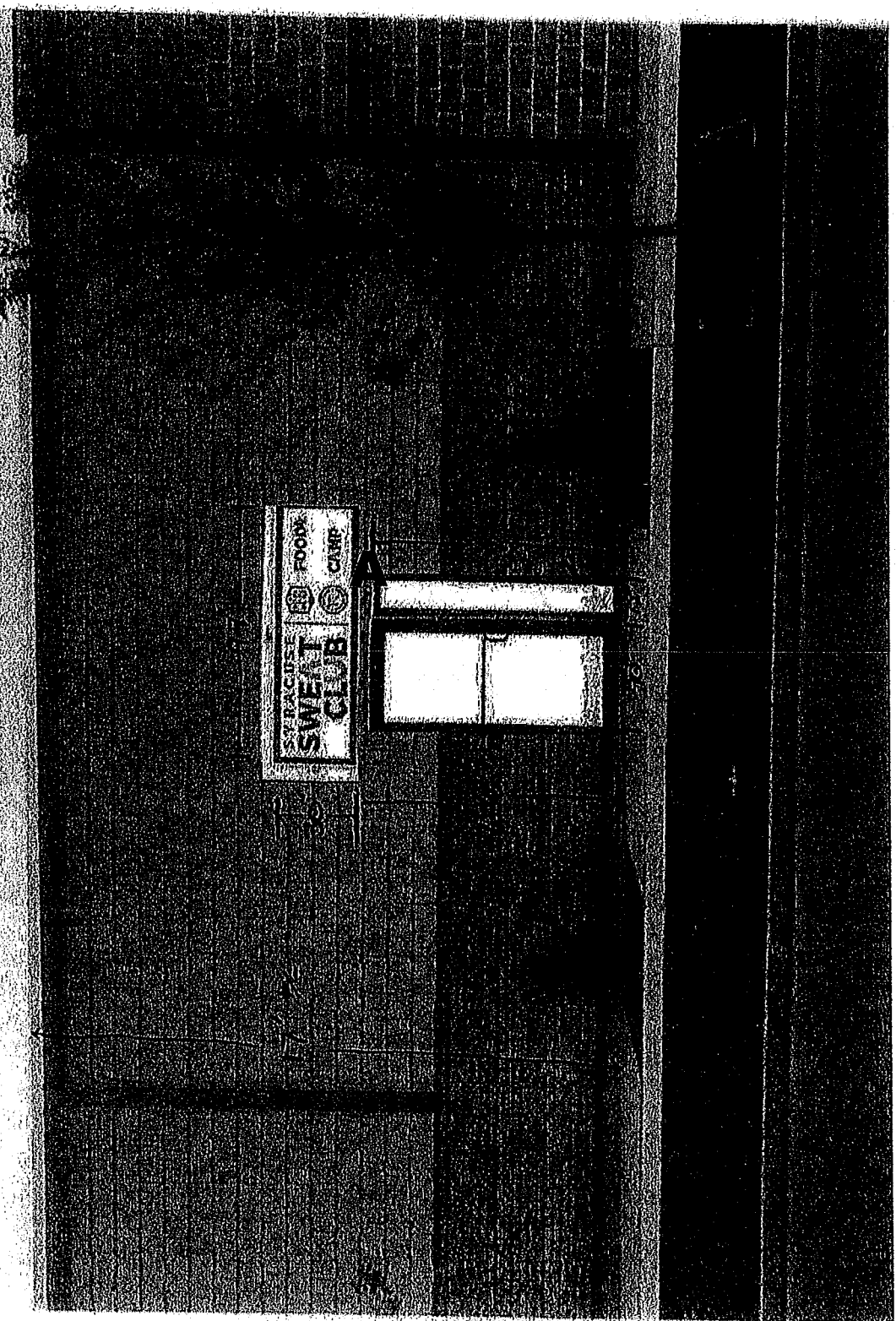


8 EXTERIOR ELEVATION
1/4"=1'-0"

Notes:

- 1. See next page for sign 3 design
- 2. This wall is 4.5' from property line

3020-3040 Elm Blvd Elevation



Project: SP-22-12
 Date: 10/11/22

**Short Environmental Assessment Form
 Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	SP-22-12
Date:	10/11/22

**Short Environmental Assessment Form
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Syracuse Planning Commission	
Name of Lead Agency	Date
Dan Kwasnowski	10/11/2022
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Director, Syracuse-Onondaga County Planning Agency	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

808

PRINT FORM



31

Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

November 1, 2022

Ms. Patricia McBride
City Clerk
230 City Hall
Syracuse, New York 13202

Re: SP-22-12 Special Permit for Indoor Amusement and Recreation on Property Situated at
3020-3040 (aka 3030) Erie Boulevard East and 114-122 Headson Drive

Dear Ms. McBride;

On October 11, 2022, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

One person spoke in favor of the proposal. No one spoke in opposition to the proposal.

The Commission granted two waivers from Part C, Section III, Article 1 and Part C, Section VI, Article 15 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the parking and sign regulations as part of this approval.

The City Planning Commission requests that the resolution be forwarded to the entire Common Council for consideration.

Sincerely,

Jeffrey L. Harrop
City of Syracuse Office of Zoning Administration

Ends: (6)

Owner: Erie Realty Holding, LLC
55 Old Nyack Turnpike, Suite 210
Nanuet, New York 10954

Applicant; Ellen Goldberg
3030 Erie Boulevard East
Syracuse, New York 13224

Office of Zoning
Administration
201 E. Washington St.
Room 500
Syracuse, N.Y. 13202
Office 315 448 8640
zoning@syrgov.net

www.syrgov.net

Ordinance No.

2022

**ORDINANCE AUTHORIZING A WAIVER OF
COMPETITIVE BID TO CONTRACT WITH
ZERO ABUSE PROJECT TO PROVIDE
TRAINING FOR THE SYRACUSE POLICE
DEPARTMENT**

BE IT ORDAINED, that the Common Council approves a waiver of competitive bidding to authorize an Agreement with Zero Abuse Project to provide training to the Syracuse Police Department as to how to recognize signs and symptoms of abuse and maltreatment in children, how to listen and respond to a child’s needs, and practical skills to better communicate with children; and

BE IT FURTHER ORDAINED, that the term of this agreement shall be for the period of July 1, 2022 through June 30, 2023 at a cost not to exceed \$6,150.00; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement will be charged to Budget Account # 542500.01.31230 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the Mayor or the Director of Management & Budget, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution.

32

1st Deputy Chief
Richard F. Shoff, Jr.



Deputy Chiefs
Richard H. Trudell
Julie L. Shulsky
Mark M. Rusin

SYRACUSE POLICE DEPARTMENT

Joseph L. Cecile, Chief

November 1st, 2022

Ms. Patricia McBride,
City Clerk
Room 231 City Hall
Syracuse, New York 13202

RE: REQUESTING A WAIVER OF RFP – Zero Abuse Project.

Dear Ms. McBride

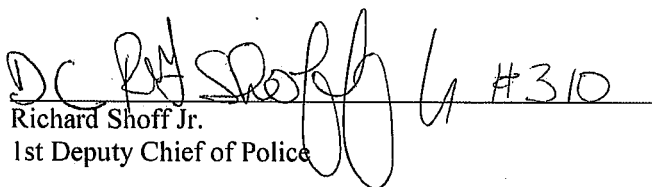
Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Zero Abuse Project, to instruct training to the Syracuse Police Department regarding how to recognize signs and symptoms of abuse and maltreatment in children, how to listen and respond to a child's needs, and practical skills to better communicate with children. The contract will be valid for the 2022-2023 fiscal year.

Zero Abuse Project is a 501(c)(3) organization committed to transforming institutions in order to effectively prevent, recognize, and respond to child sexual abuse.

Expenditures not to exceed \$6,150.00 will be charged to account # 542500.01.31230.

If you have any questions or comments regarding this, please contact our office.

Sincerely,


Richard Shoff Jr.
1st Deputy Chief of Police

Policing the community through partnerships, prevention, and problem-solving.

511 South State Street, Syracuse, NY 13202 315.442.5250 www.syracusepolice.org

17

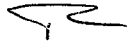


OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: November 3, 2022
SUBJECT: Waiver of RFP Process and Agreement – Zero Abuse Project

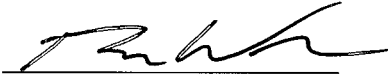
On behalf of the Department of Police, I am requesting the City of Syracuse authorize a waiver of the RFP process to enter into an agreement with Zero Abuse Project, to instruct training to the Syracuse Police Department regarding how to recognize signs and symptoms of abuse and maltreatment in children, how to listen and respond to a child's needs, and practical skills to better communicate with children. The contract will be valid for the 2022/23 fiscal year.

Zero Abuse Project is a 501(c)(3) organization committed to transforming institutions in order to effectively prevent, recognize, and respond to child sexual abuse.

Expenditures not to exceed \$6,150 will be charged to account #542500.01.31230.

Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

11/9/22
Date

Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2022

ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE PROPERTY OWNER RELATIVE TO OFFICE/WAREHOUSE SPACE

WHEREAS, the Corporation Counsel, in consultation with the Syracuse Police Department (SPD) and Commissioner of Assessment, has requested that this Common Council authorize a lease agreement with a property owner of a 62,217 +/- square foot section of office/warehouse space in a building owned by that entity (who is on file with SPD) relative to operational needs; and

WHEREAS, SPD has occupied the space since approximately 2003, currently month to month, but needs a long-term lease to induce the owner to undertake significant repairs; and

NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Assessment, on behalf of the City of Syracuse, be and he hereby is authorized to execute a lease agreement under the following terms:

1. An initial term of two (2) years; with two (2) renewal options of five (5) years apiece, at the City's option, subject to the approval of the Mayor and Common Council.
2. Annual rent shall be \$155,000 but each renewal option shall trigger a rent increase of up to fifteen (15) percent.
3. City (Tenant) shall be responsible for a pro rata share of any real property taxes above the base year, utilities, and interior maintenance expenses.

; and

BE IT FURTHER ORDAINED, that said lease agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content.



DEPARTMENT OF LAW
OFFICE OF THE CORPORATION COUNSEL
CITY OF SYRACUSE, MAYOR BEN WALSH

November 8, 2022

Susan R. Katzoff
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. Long
Senior Assistant
Corporation Counsel

Catherine E. Carnrike
Meghan E. Ryan
Amanda R. Harrington
John C. Black Jr.
Ramona L. Rabeler
Sarah M. Knickerbocker
Danielle B. Pires
Patrick J. Parkinson
Danielle R. Smith
Zachary A. Waksman
John J. Connor
Gregory P. Fair
Darienn P. Balin

Patricia K. McBride
City Clerk
230 City Hall
Syracuse, New York 13202

Re: Request for Legislation – Lease of Real Property for Syracuse Police Department

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the City of Syracuse to enter into a new lease agreement with the property owner of a 62,217±-square-foot section of office/warehouse space in a building owned by that entity.

The Syracuse Police Department (“SPD”) has occupied this space since approximately 2003 but is currently renting the space on a month-to-month basis. The building’s current owner is willing to undertake significant repairs to SPD’s space but requires a new lease agreement to do so.

The lease would incorporate the following terms:

1. An initial term of two (2) years.
2. Annual rent of \$155,000.
3. Two (2) renewal options of five (5) years apiece, at tenant’s option but not without the authorization of the Common Council, each of which triggers a rent increase of up to fifteen percent (15%);
4. Tenant responsibility for a pro rata share of any real property taxes above the base year, utilities, and interior maintenance expenses.

The lease would commence on December 1, 2022. The lease payments charged to an account to be determined by the Commissioner of Finance.

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email law@syr.gov.net

www.syr.gov.net

Sincerely,

Joseph W. Barry III
First Assistant Corporation Counsel

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO 41-2022 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE SYRACUSE FIREFIGHTERS ASSOCIATION, LOCAL 280 FOR A FIVE AND A HALF YEAR PERIOD FROM JANUARY 1, 2021 THROUGH JUNE 30, 2026 TO ADD A MEMORANDUM OF UNDERSTANDING RELATIVE TO SHIFTS

BE IT ORDAINED that Ordinance No. 41-2022 is hereby amended as follows:

BE IT ORDAINED, that the tentative agreement between the City of Syracuse and the Syracuse Firefighters Association, effective January 1, 2021 through June 30, 2026, which is on file with the City Clerk and before this Common Council at the time of the adoption of this ordinance be and the same is hereby in all respects ratified, confirmed and approved; and

BE IT FURTHER ORDAINED, that the additional Memorandum of Understanding (MOU), relative to transitioning from twelve (12) hour shifts to twenty-four (24) hour shifts which is on file with the City Clerk and before this Common Council be and is hereby in all respects ratified, confirmed and approved; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized and directed to execute such agreement, and the additional MOU approved herein, for and on behalf of the City of Syracuse in the manner provided by law; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other and further provisions as may be deemed by the Corporation Counsel to be in the best interest of the City and as shall be approved by her as to legality, form and manner of execution.

* _____ = new material



DEPARTMENT OF LAW
OFFICE OF THE CORPORATION COUNSEL
CITY OF SYRACUSE, MAYOR BEN WALSH

November 11, 2022

Susan R. Katzoff
Corporation Counsel

Hon. Patricia K. McBride
City Clerk
231 City Hall
Syracuse, New York

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Re: Request for Legislation approving MOU with Syracuse Firefighters Association,
Local 280

Todd M. Long
Senior Assistant
Corporation Counsel

Dear Ms. McBride,

- Catherine E. Carnrike
- Meghan E. Ryan
- Amanda R. Harrington
- John C. Black Jr.
- Ramona L. Rabaler
- Sarah M. Knickerbocker
- Danielle B. Pires
- Patrick J. Parkinson
- Danielle R. Smith
- Shannon L. Bausinger
- Zachary A. Waksman
- John J. Connor

Please place on the agenda of the next meeting of the Common Council an ordinance authorizing the City of Syracuse to enter into an MOU amending the existing contract with the Syracuse Firefighters Association, Local 280.

Under the terms of the proposed MOU, the Syracuse Fire Department will transition from twelve (12) hour shifts to twenty-four (24) hour shifts.

The change is financially neutral to the City but allows the Syracuse Fire Department to properly staff an ambulance to help address a gap in services for City residents.

Please contact me with any questions.

Sincerely,

Susan R. Katzoff
Corporation Counsel

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email law@syr.gov.net

www.syr.gov.net

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Syracuse (“City”) and the Syracuse Fire Fighters Association, Local 280 I.A.F.F (“Union”) are parties to a collective bargaining agreement for the period January 1, 2021, through June 30, 2026;

WHEREAS, the parties seek to reach an agreement regarding a change in the schedule that members work;

WHEREAS, the parties also wish to reach an agreement regarding staffing and stipends which would increase staffing by two members per shift in order to staff an ambulance to transport members of the public to local hospitals, without risking the safety of the firefighters on-duty or number of responsive apparatus;

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding Article 14, Section 1, the 24-hour shift work schedule will begin no later than 1/4/2024, with a good faith effort to begin the schedule as of 7/5/2023. Per the Chief of Fire, if all outstanding administrative issues are resolved regarding the schedule change, the change may start any time between (1/2/2023-1/5/2024) at 0800 hours per the Chief of Fire.

Schedule Definition

2.
 - A. Notwithstanding Article 14, Section 1, the 24-hour work schedule is 24 hours on duty, followed by 24 hours off-duty, followed by 24 hours on duty, followed by 120 hours off-duty. Example of Platoon Rotation: 1st 8-day—A, B, A, B, C, D, C, D; 2nd 8-day—A, B, A, B, C, D, C, D.
 - B. The four-line platoons shall be A platoon, B platoon, C platoon and D platoon.
 - C. Schedule language for line personnel when a block of time is worked for 24 hours shall be called a “Full Block”. The 24-hour “Full Block” will run from 08:00 in the morning until 08:00 the following morning.

For the purposes of the normal distribution of overtime and leave, the Full Block day can be split into: (1) A block of time of work for 10 hours that shall be called an “AM Shift”. The 10-hour AM shift will run from 08:00 until 1800 hours; and, (2) A block of time of 14 hours that shall be called a “PM Shift”. The 14-hour PM shift will run from 18:00 hours until 08:00 the following morning.

2.
 - D. Members assigned to staff positions, working schedule and leave shall remain unchanged in the CBA since the schedule is remaining the same.

- E. The 8-day work week will result in the same hours worked as the previous schedule, for the new 24-hour schedule, the same number of shifts A, B, C, D assigned, staffing will remain the same except as modified herein.

LEAVE TIME

- 3. Vacation entitlement assigned in shifts shall remain the same and understood that a 24 block of vacation will use 2 shifts of entitlement. The annual department memo will further explain this procedure.

Section 9.2 Vacation-Miscellaneous-Add in: When picking vacations, a member may not pick so that it results in more than 21 calendar days off in a row (2, 8-day work weeks) on the line without permission of the Chief of Fire. In order for a unit member to use any additional accrued time or work-for substitutions, beyond the 21 calendar days of vacation and/or CL days, which will result in more than 21 days of leave time away from work, it shall require approval by the Chief of Fire.

Change Section 9.2. Miscellaneous - "...a minimum of one 13-day vacation cycle between the last day of school in June of each year and the first day of school in September of the same year, with such school dates as determined by the City of Syracuse School District."

- 4. Personal leave under Article 21, Section 5 Members working the line schedule and requesting a personal leave day for a Full Block will use two personal leave days (the equivalent of 24 hours of personal leave time); or 1 PL day for a 10-hour AM shift, or 1 PL for a 14-hour PM shift.
- 5. Notwithstanding Article 12.6.2, members working a 24-hour day block who subsequently request emergency time off may request the balance of the hours scheduled to work is drawn from their accumulated bank hours, provided the request is made at or after 0000 hours. In the event the member does not request the hours be charged against their bank hours, or if the member does not have enough time in their bank to cover the requested time off, the member will be charged one personal leave day when leaving after 0000 hours or two personal leave days when leaving after 0800 hours but before 0000 hours. The Chief of Fire has the right to confirm the member's emergency situation and has the right to deny the request.
- 6. All Firefighter Substitution ("Work-Fors") rules shall remain in place but, with 4 full 24-hour day blocks, and eight (8) 4-hour partial work-for substitutions trades (pro-rated for 2023). Partial work-for substitutions shall be 4 hours or less, and only one partial can be used in a (24hr) Full Block day unless otherwise approved by the Chief of Fire. Any Work For longer than 4 hours shall count as a full Work For. A full or partial work-for substitution shall never occur which results in a unit member working more than 28 consecutive hours, unless otherwise approved by the Chief of Fire.

7. A. Union release days (“Q Day(s)”) shall be calculated the same as a PL day described above, where one Q day is equal to a single PL, a 10-hour AM shift, or 14-hour PM shift, or two “Q days” are combined for a Full Block.
- B. Military day(s) shall be calculated the same as a PL day(s) described above, where one M day is equal to a single PL, a 10-hour AM shift, or 14-hour PM shift, or two “M Days” are combined for a Full Block.
9. The City will provide three consecutive funeral leave shifts (AM or PM shifts) of funeral or bereavement leave under the provisions outlined in Article 21.2. Additional accrued leave may be granted by the Chief of Fire as requested.
10. Notwithstanding Article 14, Section 4, whenever a bargaining unit member is changed from one platoon to another platoon which results in the member working 48 consecutive hours, the member will be given the following “AM shift” off (as an X Day) before commencing the new platoon. The unit member shall then report to the “PM shift” to begin working on the new platoon.
11. A. Emergency sick bank leave Change 21.15 (A) “... contribute 24 hours of their earned sick time to the bank” - Change 21.15 (b) (ii) “...within 10 working days” to ...”10 calendar days.” Change 21.15 (c) (iii) “...further contributor of 24 hours.” Change 21.15 (d) (ii), and 21.15 (e) change mention of “Twenty (20) working days” to “240 hours.”
- B. Medal Recipient language 21.7 – A bargaining unit employee who is the recipient of a Class One medal awarded at the Fire Medal Ceremony, and who is scheduled to work on the block the day of the Medal Ceremony, shall be entitled to take the 10 hour AM shift or the 14 hour PM shift off provided the Firefighter attends and participates in the Medal Ceremony.

Compensation

12. A. Section 12.4 Change “...Sixty-five cents per hour shall be given to all personnel for work performed between the hours of 6:00 PM and midnight provided at least six hours per day are worked during these hours on a regular shift basis.” The remaining pay and hours “from midnight on”, and the rest of 12.4 shall remain the same.
- B. Overtime distribution: Refusals will be given out if a member is unable to work assigned overtime at the highest hours offered (13.2 c) with a max of 14 hours.
- C. Where possible, employees will not be assigned overtime when the result would be that the employee involved would be on duty for more than 28 consecutive hours (13.2 d). Anything over 28 hours will be at the discretion of the Chief of Fire.

- D. All normal line overtime will be distributed as 24-hour blocks, 10-hour AM shift, or 14-hour PM, shift increments. Fire Chief may elect to give out overtime hourly, as long it meets the provisions in the CBA and MOA/MOU's
- E. 12.2 Change of Schedule Pay Change to..." An employee will receive an extra four hour's pay at straight pay each Full block shift..." The rest of the document will remain the same 19.
- F. 8.2 Pay provisions for holidays shall remain the same until negotiated in the future regardless of this schedule change.
- G. 8.3 Veterans – The current pay provision says "given a days pay" this shall remain the same but clarified to 12 hours straight time.
- H. Uniform card (\$500) for 2023 shall last until 7/1/24, and future cards (\$500) will be issued in July for a 12-month period to align with the budget year. The current balance of the 2022 uniform card can be used until the last day of June 2023.
- I. Clause for materiality and vault appendix to reflect the new schedule if any changes are needed.

Certification/Ambulance Pay

- 13. 21.24 The introduction of any ambulance to the SFD response plan will not result in any reduction of personnel responding on fire apparatus subject to the City of Syracuse continuing to participate in the EMS PILOT program.

Article 22- To be added to Article 22

- All current members with a medical certification of EMT-B may not lower EMS level below that of EMT-B for length of career.
- Current members with EMS levels higher than EMT-B must maintain current certification, and not voluntarily drop their current level or higher for 5 years. When the member is eligible, they can then drop EMS certification to as low as EMT-B.
- CFR stipend goes to \$0.
- EMT-B stipend remains the same.
- EMT-Intermediate stipend goes to \$1000
- Stipend changes to be effective for January 2023 going forward. Certification rules will be in effect upon ratification by the Union.

- Higher certification than EMT-Intermediate pay goes into 26 paychecks (see below) #20
- Future hires to this department must maintain or EMS certification they get taught at the training academy when hired for his/her length of service.
- Future hires with a higher EMS certification level than taught at the academy they attend must keep the level or certification, and not voluntarily drop the level they had at his/her hire date or higher for 10 years.
- District chiefs - If you are promoted to a level of district chief or higher you may elect to lower your EMS level to EMT, when eligible. City no longer responsible for training DC higher than EMT level.
- Any EMS member, when eligible that intends on lowering their EMS certification must notify the chiefs office in writing.
- Any changes or amendment(s) to EMS certification levels by the NYS DOH, (ex. Dissolving of a current level or creation of a new level, mandated training to maintain current levels held by members, or dissolution of the EMS pilot program) procedures must be negotiated with the local 280 and city of Syracuse on how to proceed.
- The City of Syracuse will be responsible for training and maintaining and testing the members current certification. The City accepts the responsibility for training and testing and any ride along time that is required to maintain or earn EMS certifications.

14. Add into CBA, all parts of 14 A-C Medical Certification Pay

- A. Unit members who obtain any of the below listed medical certifications shall receive additional pay: Each member will only be paid at the highest level they are qualified to receive. After earning or advancing any advanced medical certification. Members are required to submit any eligibility documentation of earning the new certification; the payments will be made biweekly after submitting the certification in 26 pay periods annually beginning with the next paycheck date after submission of the certification. as follows:

AEMT-Critical Care (Emergency Medical Technician Critical Care) \$1250
 AEMT-P (AEMT-Paramedic) \$1,500

- B. Medical Certification Stipend Unit member who obtains any of the below listed medical certifications shall receive annual stipends as follows:

CLI (Certified Lab Instructor) \$250
 EMT-B (Emergency Medical Technician) \$500
 EMT-Intermediate-\$1000

BLS CIC (Basic Life Support Certified Instructor Coordinator) \$1,000
ALS CIC (Advanced Life Support Certified Instructor Coordinator) \$2,000.

The stipend for a certification held during a given year shall be paid in a lump sum by February 1 of the following year. Payment for a certification achieved during the year shall be prorated to the portion of the year during which the certification was held.

C. Ambulance Seat Pay

Members assigned to and working on an ambulance shall receive an extra seat pay as follows: \$2.50 per hour extra added to the regular rate of pay earned currently earned for any member that has any Medical Certification of AEMT-Critical Care or AEMT- Paramedic; \$1.25 per hour extra added to the regular rate of pay earned for any member assigned to an Ambulance with an EMT, or EMT-Intermediate, medical certification.

Overall

15. The parties agree to change the language in the CBA to reflect this agreement while keeping the spirit and intent of the CBA intact, while implementing the new 2021 contract language and this MOA. If an item has not been addressed, it shall be addressed by the joint standing committee.
16. The parties agree that this MOA is a non-precedent setting and does not alter the other terms and conditions of employment consistent with the parties' collective bargaining agreement and applicable law.
17. Any disputes regarding the interpretation of this MOA shall be resolved in accordance with Article 19 of the collective bargaining agreement.

SYRACUSE FIRE FIGHTERS ASSOCIATION, LOCAL 280 IAFF

Rocco Morganti, President Local 280

Signature: _____

Dated: _____

CITY OF SYRACUSE

Ben Walsh, Mayor, City of Syracuse

Signature: _____

Dated: _____

Ordinance No.

2022

ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 214 STATE STREET NORTH & WILLOW STREET EAST FOR A TOTAL OF \$151.00

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 214 State Street North & Willow Street East, being Lot P 1 & 2, Block 29, Section 017, Block -21, Lot -14.0 (017.-21-14.0), Property No. 0986101200, 86 x 110.50 Brick Building to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 plus \$150.00 for title work for a total of \$151.00 by Greater Syracuse Property Development Corporation, the said Commissioner of Finance be and he hereby is authorized to apply the sum of \$1.00 toward the payment of delinquent taxes, exclusive of fees and penalties, to cancel and discharge said delinquency, and to issue his receipts and discharges thereof, charging the uncollected taxes to account #269404.01 and the cost of title fee of \$150.00 deposited to account #426620.01; the City of Syracuse to pay all quarters due at the date of closing, for the current year's tax, said share of pro-rated tax to be determined by the Commissioner of Finance; this bid is contingent upon the City of Syracuse discharging any miscellaneous charges not presently a lien against the said premises; and the Mayor is hereby authorized and empowered to make, execute and deliver a deed of the City's right, title and interest in and to said premises to Greater Syracuse Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.

3550



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2022

Matthew D. Oja
Commissioner

City Clerk Patricia K. McBride
230 City Hall
Syracuse, New York 13202

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Attn: Members of the Common Council

Dear City Clerk McBride:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 214 State St N & Willow St E TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

214 State St N & Willow St E
Lot P1&2 Bl29
017. - 21 - 14.0
Property #: 0986101200
86x110.50 Br Bldg
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

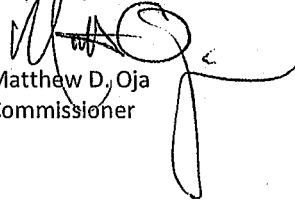
The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-ration shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

Department of
Assessment
233 E. Washington St
City Hall, Room 130
Syracuse, N.Y. 13202

Office 315 448 8270
Fax 315 448 8190

assessment@syrgov.net

Very Truly Yours,


Matthew D. Oja
Commissioner

28

Ordinance No.

2022

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 331 SALINA
STREET SOUTH TO BANK ALLEY TO THE
GREATER SYRACUSE PROPERTY
DEVELOPMENT CORPORATION FOR A
TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 331 Salina Street South to Bank Alley, being New Lot 13C, Block 111, Section 101, Block -06, Lot -04.1 (101.-06-04.1), Property No. 0979103501, 44.02 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 plus \$150.00 for title work for a total of \$151.00 by Greater Syracuse Property Development Corporation, the said Commissioner of Finance be and he hereby is authorized to apply the sum of \$1.00 toward the payment of delinquent taxes, exclusive of fees and penalties, to cancel and discharge said delinquency, and to issue his receipts and discharges thereof, charging the uncollected taxes to account #269404.01 and the cost of title fee of \$150.00 deposited to account #426620.01; the City of Syracuse to pay all quarters due at the date of closing, for the current year's tax, said share of pro-rated tax to be determined by the Commissioner of Finance; this bid is contingent upon the City of Syracuse discharging any miscellaneous charges not presently a lien against the said premises; and the Mayor is hereby authorized and empowered to make, execute and deliver a deed of the City's right, title and interest in and to said premises to Greater Syracuse

Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.



36

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

November 4, 2022

Matthew D. Oja
Commissioner

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Patricia K. McBride
City Clerk
230 City Hall
Syracuse, New York 13202

Re: Request for Ordinance to Authorize the Sale of All Right, Title, and Interest of the City of Syracuse In and To the Premises Known as 331 Salina Street South to Bank Alley to the Greater Syracuse Property Development Corporation for a Total of \$151.

Dear Ms. McBride:

The Department of Assessment requests an ordinance to authorize the sale of all the right, title, and interest of the City of Syracuse in and to the premises known as:

331 Salina Street South to Bank Alley
New Lot 13c Blk111
101.-06-04.1
Property #0979103501
44.02x132 Vac
Purchaser: Greater Syracuse Property Development Corporation.

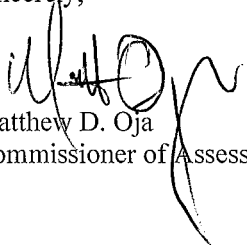
The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser toward the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to Account 269404 01. A fee of \$150 for title work will be collected and deposited into Account 426620 01.

**Department of
Assessment**
233 E. Washington St
City Hall, Room 130
Syracuse, N.Y. 13202

Office 315 448 8270
Fax 315 448 8190
assessment@syrgov.net

The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-ration shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

Sincerely,


Matthew D. Oja
Commissioner of Assessment

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

22