

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(01/21)

REGULAR MEETING – JANUARY 24, 2022  
1:00 P.M.

1. *Pledge of Allegiance to the Flag – (Suspended during WebEx Meetings)*
2. *Invocation – (A moment of silent reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call – (All Present – 9)*
4. *Minutes – Organizational Meeting – January 5, 2022 – (Adopted 9-0)  
Regular Meeting - January 10, 2022 – (Adopted 9-0)*
5. *Petitions – (none)*
6. *Committee Reports – (none)*
7. *Communications – (From the Hon. Nader Maroun, City Auditor, the City of Syracuse Cash & Investments Audit of October 1, 2020 – June 30, 2021, with no management response from the administration; From Josh Sullivan, owner representative for True Storage LLC, a letter accepting the terms and conditions of Council Ordinance No. 714-2021 (Dec. 6); From Josh Sullivan, owner representative for True Storage LLC, a letter accepting the terms and conditions of Council Ordinance No. 20-2022 (Jan. 10); From Chris Vernon, owner representative for 2027 Park Street LLC, a letter accepting the terms and conditions of Council Ordinance No. 752-2021 (Dec. 20)*
8. *-----  
UNFINISHED BUSINESS  
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BY COUNCILOR GREENE:

- a. *Local Law – Of the City of Syracuse to amend the July 1, 2020–June 30, 2021 City Budget to reflect the salary increase pursuant to a Labor Agreement between the City of Syracuse and the Syracuse Firefighters Association, Local 280, International Association of Firefighters, AFL-CIO, CLC.*

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NEW BUSINESS  
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BY PRESIDENT HUDSON:

- 9-0** 9. Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2021/2022. **2-R**

BY PRESIDENT HUDSON AND COUNCILOR DRISCOLL:

- 9-0** 10. Resolution – To appoint Oceana Fair to the Board of Directors of the Greater Syracuse Property Development Corporation to replace El-Java W. Abdul-Qadir, for the term of three (3) years to expire on October 24, 2024. **3-R**

BY COUNCILOR GREENE:

- 6-3** 11. Agreement – With Syracuse University, to maintain in-kind services, to include maintaining a portion of Thornden Park and the replacement and maintenance of sidewalks along Ostrum Avenue near the park. The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalks fees; to upgrade crosswalks on Ostrum Avenue near Thornden Park; provide assistance and coaching related to the permitting process, hire an additional code inspector to be assigned to the university area; and provide Community Service Officers to posts at the Schine Student Center and on South Campus. The University will also increase payments to the City from \$1 million to \$2 million over four years (FY22-FY26), as detailed in the legislation, to be deposited in Account #01.425910. **22**  
Gethers, Allen, & Schultz
- H** 12. 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. **H**
- 9-0** 13. Amend – Ord. #519 (08/23/2021), "Agreement - With M.A. Polce, Naughton Associates, Advanced IT, ComSource, Hoefler Communication, and Presidio, for consulting services, for the period of one (1) year with two (2) one-year renewal options with the approval of the Mayor and Common Council. Total cost not to exceed \$125,000, from Account # 541500.01.16800". Amend to increase the cost not to exceed to \$250,000. **23**
- H** 14. Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$375,000 and enter into an agreement with the Downtown Syracuse Foundation to administer a Syracuse Festivals Fund, to cover direct costs such as booking, supplying performers, artists, staging, tenting, lighting, audio/visual needs, permitting, venue-related fees, and marketing, in accordance with the ARPA, for the period of May 2022-May 2023. There is a 10% administrative fee. **H**

15. Correct Tax Rolls - (2024 Park Street for tax years 2021/2022) to remove board-up & clean-up charges, as outlined in Appendix "A". **24**
- 9-0**

BY COUNCILOR HOGAN:

16. Approve – District Plan Amendment for the Syracuse University Manley Planned Institutional District for property located at 1301 (AKA 1315) East Colvin Street. No one spoke in favor of or in opposition to the proposal. One (1) written correspondence was received noting concerns with existing conditions. There was one (1) waiver granted regarding off-street loading regulations. Syracuse University, owner/applicant. **Gen. #2**
- 9-0**

BY COUNCILOR MAJOK:

17. Accept - From Onondaga County an in-kind donation of one-hundred and twenty (120) smoke detectors (valued at \$1,320) to install in residential properties. **25**
- 9-0**
18. Purchase w/c/b - Agreement with Emergency Training Consultants, for Firefighter Civil Service Test Preparation instruction, a four (4) hour course to City residents to enhance the civil service test taking ability of future employees, to prepare the students for the Firefighter Entrance Exam on March 19, 2022. Total cost not to exceed \$3,000, (based on attendance) as detailed in the legislation, charged to Account #34100.01.541630. **26**
- 9-0**
19. Amend – Ord. #689 (11/08/2021), "Purchase – w/c/b – From Oswego County, track time to rent for Emergency Vehicle Operation Training (EVOC) at the Oswego County Airport, for the period of July 1, 2021-June 30, 2022, on behalf of the Department of Police. Total cost not to exceed \$8,000 to be charged to Account #540552.01.3123." Amend to increase cost not to exceed to \$10,000, for additional track time needed. **27**
- 9-0**

BY COUNCILOR ALLEN:

20. Approve – A Partnership Agreement for with the City of Syracuse, ("City"), the Syracuse Housing Authority ("SHA"), McCormack Baron Salazar, Inc. ("MBS") or "Developer", Syracuse City School District, ("SCSD") and Urban Strategies, Inc, ("USI") in connection with the comprehensive revitalization of the McKinney Manor and Pioneer Homes (blocks B and C) housing development ("MM & PH") and the surrounding neighborhood transformation ("the Project") relative to the U.S. HUD Choice Neighborhood Initiative (CNI) Grant, to work collaboratively with all parties on the Project. All City commitments to the Project will be set forth in the HUD, CNI Grant Agreement, if awarded. **28**
- 9-0**

21. Application & Agreement – To the U.S. Department of Housing and Urban Development (HUD) for the FY2021 Choice Neighborhood Implementation (CNI) Grant for \$50,000,000, as co-applicant with Syracuse Housing Authority, and in partnership with Blueprint 15, Inc., Syracuse City School District, Urban Strategies, Inc., Urban Development Associates and McCormack Baron Salazar, to execute the “Connecting the New 15<sup>th</sup> Ward Transformation Plan”, to reimagine the 118-acre neighborhood adjacent to the elevated viaduct of I-81 to create a mixed-use, mixed-income neighborhood for families. The HUD requirements is to allocate 70% or \$35,000,000 to redevelop significant portions of public housing, ensuring 1:1 replacement of 293 units of affordable and market rate homes, for a total of 606 newly constructed housing units. The remaining 30% or \$15,000,000 is allocated equally to the two (2) remaining pillars (the “neighborhood” and the “people”) of the plan. **29**
22. Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$250,000 for City as Canvas Program, a citywide mural and street art program to provide work opportunities for Syracuse-based artists targeted specifically to local artists who can demonstrate a negative economic impact due to Covid 19. All materials, supplies and equipment will be provided by Syracuse-based vendors. The program will be administered by Tomorrow’s Neighborhood Today (TNT) in collaboration with the Syracuse Public Art Commission. **H**

BY COUNCILOR DRISCOLL:

23. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 Radar Sign Program. Total amount not to exceed \$30,000. **H**
24. Authorize – The 2021/2022 Radar Sign Program, on behalf of the Department of Public Works. The funds will be used to purchase and install new stationary radar equipment in School Zones to help in vehicle speed reduction. Total cost not to exceed \$30,000. **H**
25. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 Interstate Lighting Upgrades Program. Total amount not to exceed \$250,000. **9-0** **30**
26. Authorize – The 2021/2022 Interstate Lighting Upgrades Program, on behalf of the Department of Public Works. The funds will be used to address any underground power issues along I-690 and I-81. Total cost not to exceed \$250,000. **9-0** **31**
27. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 South Geddes Safety Program. Total amount not to exceed \$400,000. **9-0** **32**
28. Authorize – The 2021/2022 South Geddes Safety Program, on behalf of the Department of Public Works. The funds will be used to address the significant safety issues for non-motorists along South Geddes Street, near Fayette Street West, and Erie Boulevard West, based on a 2019 study. Total cost not to exceed \$400,000. **9-0** **33**

29. **9-0** Rescind – Ord. #351 (06/21/2021), Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 Parking Garage Rehabilitation Program. Total amount not to exceed \$677,000. **34**
30. **9-0** Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 Parking Garage Rehabilitation Program. Total amount not to exceed \$1,000,000. **35**
31. **9-0** Authorize – The 2021/2022 Parking Garage Rehabilitation Program, on behalf of the Department of Public Works. The funds will be used for engineering services, structural and other repairs to City-owned parking garages. Total amount not to exceed \$1,000,000. **36**
32. **9-0** Accept - Lining of 10" Combined Sewer Main and the two (2) sewer manholes with replacement of their frame and covers at the intersection of East Willow Street & Prospect Avenue by St. Joseph Health Center Properties, Inc., the owner of the St. Joseph's Women Services Building Project (609 North Townsend Street) in accordance with Onondaga County's 1:1 offset requirement (Local Law No. 1, 2011). **37**
33. **9-0** Accept – The Cured-in-Place (CIP) sewer pipe lining of 10" sewer main which runs parallel to Onondaga Creek between Kirkpatrick Street and Spencer Street, by Onondaga County Department of Water Environment Protection. **38**
34. **9-0** Amend – Ord.#651 (10/21/2021), "Accept – The relocation and road reconstruction of an 18" combined sewer main and associated appurtenances along with accepting an easement for the operation, maintenance & repair from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid), located in the former Temple Street right of way (tax map parcel 096.-08-03.0 (900-940 Clinton Street). National Grid is requesting to relocate the sewer in order to facilitate expanding and improving the electrical transformer station". Amend the legislation conditions in paragraphs 6, 8, 10, 14, 19, and 21, as underlined in the legislation. **39**

(SUPPLEMENTAL AGENDA – JANUARY 24, 2022)  
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR GREENE:

35. **9-0** Amend – Ord. #623 (06/20/2016), "Approve – Administrative Order of Consent (AOC) with the United States Environmental Protection Agency (US EPA) relative to the Lower Ley Creek Superfund site the Creek (on file with the City Clerk). Total cost \$1,735,300 the City's share will be \$247,900 as detailed in "Schedule A" To be charged to the DPW Budget Account #541500.01.81600. In addition the Legislation should authorize the Mayor to execute the US EPA AOC PRP agreement". Amend to increase the City share by \$4,182 to a total cost of \$252,082. **40**

Syracuse Common Council  
Adjourned 1:30PM

8a. 16

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 YEAR 2020/2021  
TO REFLECT THE SALARY INCREASES  
PURSUANT TO A CONTRACT NEGOTIATED  
BETWEEN THE CITY OF SYRACUSE AND THE  
SYRACUSE FIREFIGHTERS ASSOCIATION,  
LOCAL 280**

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

Section 1. Pursuant to Ordinance No. \_\_\_\_\_ approving the negotiated contract between the Syracuse Firefighters Association, Local 280 and the City of Syracuse, effective January 1, 2021 through June 30, 2026, which includes wage and benefit increases for employees covered by said contract and which increases are retroactively effective as of January 1, 2021, as set forth in the 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 year 2020/2021 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 year 2020/2021, 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 changes herein authorized shall be effective as of January 1, 2021.

Section 2. The annual budgets of the City of Syracuse for the year 2020/2021 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.



8a. 16

# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

December 21, 2021

**Timothy M. Rudd**  
Director

Mr. John P. Copanas  
City Clerk  
Room 231 City Hall  
Syracuse, New York 13202

**Julie Castellitto**  
Assistant Director

**Re: Request for Legislation**

Dear Mr. Copanas:

On behalf of the Office of the Mayor, please prepare legislation to be introduced at the next Common Council meeting. Please prepare the following legislation: A Local Law to amend the City Budget for July 2020 – June 2021 to reflect wage increases that were awarded to members of the Syracuse Firefighters Association, Local 280, International Association of Firefighters, AFL-CIO, CLC. Specifically, the award mandates a 3% base salary increase effective January 1, 2021.

Thank you for your assistance in this matter.

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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Common Council Office  
314 City Hall  
Syracuse, N.Y. 13202



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Council Office: (315) 448-8466  
Fax: (315) 448-8423

## CITY OF SYRACUSE COMMON COUNCIL

January 13, 2022

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

Dear Ms. McBride,

Please prepare legislation for January 24, 2022, Common Council Regular Meeting the nomination of Ms. Oceanna Fair, to the Board of Directors of the Greater Syracuse Property Development Corp. for a term of three (3) years ending on October 5, 2024. Ms. Fair fills the seat vacated by El-Java W. Abdul-Qadir.

I have attached Ms. Fair's resume.

Thank you for your attention in this matter.

Sincerely,

*Helen Hudson*  
Helen Hudson  
President *bel*

*Joseph T. Driscoll*  
Joseph T. Driscoll  
Councilor – 5<sup>th</sup> District *bd*

Resolution No.

2022

**RESOLUTION REAPPOINTING OCEANA FAIR  
TO THE BOARD OF THE GREATER SYRACUSE  
PROPERTY DEVELOPMENT CORPORATION**

BE IT RESOLVED, that this Common Council hereby appoints Oceana Fair of 416 Cannon Street, Syracuse, New York 13205 to the Greater Syracuse Property Development Corporation Board as the Common Council appointment; and

BE IT FURTHER RESOLVED, that Ms. Fair shall serve for a three-year term ending October 5, 2024.

# OCEANNA FAIR

416 Cannon Street · (315)760-7622  
olpille@yahoo.com

I am a goal oriented, determined and ambitious individual with a passion for serving others in my community.

## EXPERIENCE

### COMMUNITY ACTIVIST

RETIRED FROM NURSING 2009, LOCAL TRAVELING NURSE

MOTHER, GRANDMOTHER, WIFE,

FAMILY CARE PROVIDER FOR PERSON WITH DISABILITIES

VOLUTEER WESTVALE-GEDDES KNIGHTS POPWARNER TEAM

SOUTH SIDE BRANCH LEADER FOR FAMILIES FOR LEAD FREEDOM NOW!

- South side homeowner
- Civic leader
- Advocacy
- leadership
- Community Activism

## ACTIVITIES

I am a retired nurse and lifelong resident of the Syracuse area. I have lived on the South Side of Syracuse most of my life and I am very aware of the needs of this community. I am a mother, grandmother, and wife who is passionate providing a positive contribution to the community that my family works and plays in. I take great pride in advocating for those that cannot and collaborating with other members in this community to ensure the best possible outcome for the Syracuse area.

11 X X

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE MAYOR TO  
ENTER INTO A SERVICE AGREEMENT WITH  
SYRACUSE UNIVERSITY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute an agreement with Syracuse University, whereby the City is willing to address the special impacts upon neighborhoods impacted by and impacting on Syracuse University and the outer Comstock area and whereby Syracuse University is willing to provide a portion of the financial support for that service and assistance; and

BE IT FURTHER ORDAINED, that said agreement shall have a five year term effective as of July 1, 2021 through June 30, 2026; and

BE IT FURTHER ORDAINED, that the terms of this Agreement shall be substantially the same as the terms contained in the draft agreement attached hereto as Appendix "A"; and

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

## **SERVICES AND NEIGHBORHOOD SUPPORT AGREEMENT**

This Services and Neighborhood Support Agreement (the "Agreement") is made as of July 1, 2021 (the "Effective Date"), by and between SYRACUSE UNIVERSITY, a not-for-profit educational corporation chartered by a special act of the New York State Legislature, with an office at 900 South Crouse Avenue, Syracuse, New York 13244 (the "University") and the CITY OF SYRACUSE, a municipal corporation with offices at 233 East Washington Street, Syracuse, New York 13202 (the "City").

### **RECITALS**

A. The University is an important institution in and for the City, providing many educational, cultural, financial and other benefits to the City and its residents. A number of these benefits are set forth in Exhibit "A," attached hereto.

B. In recent years, the University has expanded on and from the University Hill neighborhood into many areas of the City. The University and the City expect that the University will continue to expand on the Hill and throughout the City. The City recognizes that existing and future projects have benefited and will continue to benefit the City and the businesses, organizations, and residents of the City and the City will support those efforts.

C. The University recognizes that its presence in the City and future expansion may require additional City resources, infrastructure, and services. As such, the University voluntarily agrees to provide funds to support the City.

D. The University recognizes that its activities have an impact on the City neighborhoods surrounding the University (the "Neighborhood(s)"), which uniquely benefit from their close proximity to the University and other large institutions. The City and the University

also recognize the University's operations and student populations are concentrated in the Neighborhoods, which has an impact on service needs in these areas.

E. In furtherance of the parties' mutual interest in enhancing the health, safety and welfare of the Neighborhoods, the University voluntarily agrees to provide financial and other support to assist the City in addressing the services and assistance required by the Neighborhoods.

F. Both parties acknowledge that the benefits from the University's expansion on and from the Hill can best be achieved by cooperating on the University's projects, whether located on the Hill or elsewhere in the City, so that they can be accomplished fully and expeditiously and in full compliance with all applicable legal requirements. Thus, each of them wishes to further its commitment to the other to continue to collaborate and cooperate with each other on University projects.

G. The University's commitment to support the City and the Neighborhoods has been memorialized in written agreements, including (1) the Services Agreement between the University and the City that addressed the funding to support the City services (effective July 1, 2016 through June 30, 2021); (2) the Services Agreement between the University and the City that addressed the funding to support the City services (effective June 20, 2011 through June 30, 2016); and (3) the Service Agreement between the University and the City that addressed the neighborhood impacts (effective July 21, 1994 through July 21, 2014 amended to be extended until June 20, 2016). The parties intend for these agreements together with any amendments or extensions thereto to be superseded by this Agreement.

H. Both parties recognize the historical, environmental, economic, and cultural significance of the parks located throughout the City and adjacent to the University's campus,

including Walnut Park and Thornden Park, and the parties desire to maintain, protect, preserve, and improve such parks.

I. The City agrees, subject to appropriate review, to permit the University to perform certain park maintenance, operations and joint projects (as set forth in more detail in paragraph 6 of this Agreement), and the University has the necessary skills, capabilities, and experience to perform such park maintenance and operations upon terms more fully set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. The parties agree that the term of this Agreement shall begin on the Effective Date (July 1, 2021) and expire on June 30, 2026 (the "Term"). This Agreement may only be terminated by the University or the City prior to the expiration of the Term if the other party breaches a material term or condition of this Agreement and such breach is not cured within thirty (30) days from receipt of written notice of the breach.

2. Financial Support for City Services. The University shall make annual payments to the City according to the schedule set forth in Exhibit "B" attached hereto and made a part hereof. With the exception of the first payment, which is due thirty (30) days after execution of this Agreement, each annual payment shall be made on or before August 31 of each year commencing on August 31, 2022, with the last payment due on August 31, 2025. When the City implements a municipal sidewalk maintenance program, the University may hold back Fifty Thousand Dollars (\$50,000) from each annual payment due hereunder to cover any sidewalk assessments for University parcels that are included in the program during the Term (the "Hold Back"). The University shall remit the balance of the Hold Back (if any) within thirty (30) days of the payment of the municipal sidewalk assessment.

3. Financial Support for City Neighborhoods. In recognition of the fact that the University's activities have a direct impact on the surrounding City Neighborhoods, in addition to the payments described in paragraph 2 above, the University shall make to the City annual payments of Five Hundred Thousand Dollars (\$500,000) to provide financial support for the Neighborhoods. With the exception of the first payment, which is due thirty (30) days after execution of this Agreement, the annual Neighborhood support payments will be made on or before August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025.

4. Application of Neighborhood Payments. The City agrees to apply the payments from the University pursuant to paragraph 3 above as follows:

- a. Out of each \$500,000 annual payment, \$125,000 shall be allocated to the City of Syracuse Police Department and applied to the cost of maintaining safety and security in the Neighborhoods; and
- b. The remaining balance of each annual payment (\$375,000) will be used for Neighborhood projects and services that are in the mutual interest of the Neighborhoods, their residents (including University students) and the University. The specific projects and services for which these funds will be used shall be decided pursuant to the University Neighborhood Services Agreement Advisory Committee (the "UNSAAC") process. The Neighborhood area for which these funds shall be eligible is set forth in the map attached as Exhibit "C." During the Term of this Agreement, one (1) representative of the University will serve on the UNSAAC as a voting member. The City will ensure that the UNSAAC adopts a conflicts of interest policy governing all voting members.



5. Prior Service Agreements. This Agreement supersedes the Prior Service Agreements, and the parties agree that the Prior Service Agreements have no force and effect as of July 1, 2021.

6. Support Services for City Parks. The City agrees to permit the University to perform certain park maintenance, operations and joint projects at Walnut Park and Thornden Park, subject to the terms and conditions set forth in detail below.

- a. Walnut Park. Walnut Park refers to the three-block linear green space in Syracuse, New York, located to the immediate northeast of the University, and bordered on the north end by Harrison Street, the south by Waverly Avenue, the east by Walnut Avenue, and the west by Walnut Place. During the Term, and subject to the approval of the Commissioner of Parks, the University may provide certain maintenance and security services for Walnut Park, including (i) general maintenance of the grounds at the park to the extent they affect the use and enjoyment of the park, including: snow removal, mowing, weeding, tree trimming and litter pickup; (ii) the right to maintain and perform temporary repairs to areas of the park that affect the use and enjoyment of the park; and (iii) reasonable security and patrols. The University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether such maintenance and repairs to Walnut Park shall be performed and the right to schedule and perform such maintenance and repairs once the University has secured the proper City approvals and permits. The University's Department of Public Safety ("DPS") shall provide reasonable security and public safety patrols at Walnut Park, consistent with the existing Memorandum of Understanding

between the City of Syracuse Police Department and DPS, the terms of which are incorporated by reference herein. The University shall be responsible for all costs and expenses associated with maintenance, and temporary repairs, performed by the University at Walnut Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities in the same manner as other members of the public, subject to securing the proper City approvals and permits.

- b. Thornden Park. Thornden Park refers to the 76-acre park space in Syracuse, New York, located to the northeast of the University, and bordered on the north end by Madison Street, the south by Clarendon Street, the east by South Beech Street, and the west by Ostrom Avenue. During the Term, the University may provide certain park maintenance, operations and joint projects in the sections of Thornden Park identified in Exhibit "D." Any such activity will be subject to the written approval of the Commissioner of Parks as to the scope of work. The Commissioner shall consult with other City officials including but not limited to the City Arborist and the City Engineer, to the extent deemed necessary, and will ensure that all relevant approvals by boards or commissions are received, as required by applicable law and regulation. The Commissioner of Parks shall acknowledge receipt, in writing, of all requests to perform maintenance, operations or joint projects within five (5) business days from receipt of the request from the University (the "Acknowledgment Period"). The Commissioner of Parks shall use best efforts to provide approval or disapproval of these maintenance requests within ten (10) business days of receipt. Maintenance is hereby defined as a

non-capital improvement such as snow removal, mowing, weeding, tree trimming, litter pickup and temporary repairs to the park facility. Joint project is hereby defined as a capital improvement to the park facility that affects the use and enjoyment of the park or public safety. Proposed joint projects by the University shall be reviewed by the Commissioner of Parks and such other City departments, boards, and commissions as deemed applicable. Joint projects, because of their unique nature, are not subject to any approval timeline by the City. The University shall be responsible for all costs and expenses associated with such maintenance and temporary repairs performed by the University at Thornden Park. The University and its students, faculty, staff, and other members shall be free to use the park for educational, recreational, or ceremonial activities, in the same manner as other members of the public, subject to securing the proper City approvals and permits.

- c. In addition to maintenance, temporary repairs and joint projects the University may request to provide at Thornden Park, the City will install new crosswalks at two (2) traffic controlled intersections along Ostrom Avenue (Ostrom Avenue and University Place; Ostrom Avenue and Marshall Street) to ensure the safety of pedestrians entering Thornden Park and other property owned by the City. Such crosswalks shall be compliant with the requirements of the Americans with Disabilities Act of 1990 (and regulations promulgated thereunder) and the standards set forth by the New York State Department of Transportation. Before any crosswalks are installed, the City will provide the University an estimate of installation costs for both such crosswalks for the University's approval ("installation estimate"). Upon successful installation,

the University shall reimburse the City for the installation costs of one (1) of the crosswalks within thirty (30) days of receipt of a City invoice in that regard (together with appropriate documentation to support the invoiced amount). The City shall be responsible for the costs of the second crosswalk. Regardless of whether the crosswalks are installed, the University's final annual payment under Section 2 of this Agreement shall be reduced by an amount equal to fifty percent (50%) of the installation estimate.

- d. Insurance and Limitation of Liability. The University shall maintain (a) general liability insurance coverage sufficient to protect it from claims for death, personal injury or property damage arising from or resulting out of the negligence of the University in the performance of its operations pursuant to this paragraph 6, provided that as a minimum the policy shall provide for Two Million Dollars (\$2,000,000) in general liability coverage naming the City of Syracuse as an additional insured, and (b) workers compensation coverage (statutory limits). The University shall defend, indemnify and hold harmless the City of Syracuse, its officers and employees, from any and all claims, actions, suits, judgments, or proceedings that arise from the University's negligent acts or omissions in conducting activities on City property pursuant to paragraph 6. For the avoidance of doubt, the University shall have no obligation to exercise any of the rights granted to it under this paragraph 6 and shall have no liability to the City or any third party for choosing not to exercise any such rights.

7. Cooperation. In recognition of the benefits the City, its residents and visitors will receive from University projects developed or maintained within the City, whether on the Hill or

elsewhere in the City, the City will maintain appropriate levels of staffing, including without limitation a senior project review position that will serve as the University's primary point of contact, and will use best efforts to review and improve its permitting processes and expedite the consideration, approval, and development of University projects within the City in compliance with applicable law. The City will also use best efforts to expedite completion of required inspections of University properties. The City and the University shall designate representatives (including at least one (1) senior executive) who will meet on a quarterly basis throughout the Term (within thirty (30) days of the conclusion of each calendar quarter) to discuss any concerns arising out of any of the matters set forth in this paragraph 7.

8. Community Policing. In recognition of the fact that the University's operations and student populations are concentrated in the Neighborhoods and the benefits of community policing, the City agrees to dedicate at least two (2) sworn, non-probationary officers from the City police department to act as community service officers and work with DPS's Community Policing Services Unit to engage students (and their parents) and student groups in the Neighborhoods. Such officers will be stationed full time on a Tuesday through Saturday schedule (hours to be mutually agreed upon by the parties, but shall include evening hours on a consistent basis) at the following locations: (a) the University's Hildegard and J. Myer Schine Student Center, and (b) a mutually agreed upon location on the University's south campus.

9. No Obligation to Extend. During the final year of this Agreement, the parties shall engage in good faith discussions regarding an extension of this Agreement. Neither party has an obligation of any kind to extend or supplement this Agreement, or enter into a new services agreement after the expiration of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of New York. It is agreed that this Agreement does not waive or dispense with the requirements of any law, rule, or regulation applicable hereto, including the Charter of the City of Syracuse.

11. Third Party Beneficiaries. The obligations under this Agreement are for the sole benefit of the parties, and neither this Agreement nor anything performed pursuant to it shall give rise to, or shall be deemed or be construed to confer, any right, claim, or cause of action on any other party as a third party beneficiary or otherwise.

12. Modifications. This Agreement shall not be modified except in writing executed by both parties.

13. Severability. If any section or provision of this Agreement, or any portion of any section or provision, shall for any reason be held to be void, illegal, or otherwise unenforceable, all other portions of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers.

Attest:

**CITY OF SYRACUSE**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Benjamin R. Walsh  
Mayor

**SYRACUSE UNIVERSITY**

By: \_\_\_\_\_  
Kent D. Syverud  
Chancellor and President

STATE OF NEW YORK       )  
COUNTY OF ONONDAGA    ) ss.:  
CITY OF SYRACUSE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with Patricia K. McBride and knows her to be the City Clerk of said City of Syracuse and that the signature of Patricia K. McBride was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK       )  
COUNTY OF ONONDAGA    ) ss.:  
CITY OF SYRACUSE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally came Kent Syverud, Chancellor and President for Syracuse University with whom I am personally acquainted; who, being by me duly sworn did depose and say: he is the Chancellor and President for Syracuse University, the educational institution described herein, and which executed the within instrument; and that he is duly authorized to execute this Agreement on behalf of the University.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**SYRACUSE UNIVERSITY SERVICES TO THE CITY OF SYRACUSE\***

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\* This Exhibit A contains a historical and current sample of the educational, cultural, financial and other benefits the University has provided or currently provides to the City and its residents. The information herein is not an exhaustive list of all support and services the University has rendered or currently renders to the City.

Operational Services	
Facilities/ Physical Plant	Walnut Avenue and Walnut Park Maintenance (mowing, plowing, litter and trash removal)
	Dome and surrounding areas (assist with plowing of City streets and sidewalks on an as needed basis)
	Comstock Avenue from Colvin Street to East Genesee Street (plow City streets and sidewalks on both sides of the street)
	East Adams to East Genesee Street (plow the road and sidewalks on the west side of the road only)
	Euclid Avenue from Comstock to Westcott (plow the roads and sidewalks on both sides of the street; maintain eight flower pots in Westcott Commons area)
	Assist with City streets/snow removal as needed during snow storms
	Euclid Avenue from Comstock to Ostrom Avenue (sidewalk replacement)
	Improvements and maintenance of designated section of Thornden Park (map) <ul style="list-style-type: none"> <li>o staff on an annual basis</li> <li>o equipment</li> </ul>
Design and Construction	Construction of Walnut Park retaining wall
	Marshall Street curb replacement
	Euclid Ave curb replacement

Public Safety	University Place curb replacement
	Water main improvement on Sims Drive
	Water main replacement on Euclid Avenue
	Water Main replacement on University Place (2016)
	University Place sewer slip-lining (2016)
	University area crime control initiatives (equipment and labor)
	Department of Public Safety ("DPS") support to City Police related to campus crimes
	Orange Watch: regular DPS patrols of nearby city streets and campus perimeters
	DPS traffic enforcement and accident reports
	Joint investigations between DPS and City Police
	Academy training
	Conduct fire safety inspections on campus
	Respond to fire alarms on campus
	Respond to medical calls on campus

	Permitting assistance: review of fire and safety specifications for new construction
	Daily reporting of on-campus incidents to City Police
	Weekly reporting on campus fire safety inspections and projects
	Meeting support and space for in-service training for Syracuse Police
	Funding for installation of Syracuse Police Department video security cameras in off campus neighborhood area (8 cameras)
	Three camera installment for additional security (Comstock and Stratford, Walnut Park areas)
	Walking uniformed security officer patrols and safety escorts in the off-campus neighborhood during the academic year (east of campus/Euclid Lancaster/Westcott region).
Traffic Control	Joint DPS and City Police traffic control during major events
	Increased payment to City of Syracuse for Dome/Stadium Traffic agreement.
Information Technology Services	Host five WiFi hotspots for City Police on patrol (equipment, installation, and maintenance)
	Near Westside Initiative: network support for La Casita and 601 Tully
	Say Yes to Education Computer Lab: Developed and Maintained computer lab for students
	Peoplesoft analysis and implementation: assist and advise City and County on conversion to and use of Peoplesoft System

	Support and IT consultation services to Mayor's Broadband Initiative
	Access to select on-campus Department of Public Safety video security cameras.
	Bi-directional radio antenna equipment installed in various University building basements for improved Syracuse Fire Department and Syracuse Police Department radio operability.
<b>Key Initiatives</b>	
Procurement and Investment of Public and Private Funds	Connective Corridor: various transportation enhancements to the City's right of way, façade improvements to properties along the Corridor, and transit investments
	Nancy Cantor Warehouse: transformative renovation of vacant warehouse sparked wave of downtown renaissance
	Near Westside Initiative: leveraging resources of the University to invest in and develop neighborhood
	Syracuse Center of Excellence: construction of world-class research facility to develop and grow businesses working in green and clean technology
	Lerner Center for Public Health Promotion: established to promote healthy lifestyles throughout Syracuse community
	Say Yes to Education: responsible for creating the first local chapter of Say Yes to Education, Inc. that provides free tuition to students of the City of Syracuse to attend the University

	Southside Innovation Center: former carpet showroom is now home to an incubator for small businesses
	Shaw Center for Public and Community Service: providing tutoring, programming and other community engagement services for city schools, nonprofit organizations and public agencies
	Syracuse Student Sandbox: incubator for student entrepreneurs located in downtown Syracuse
	Provided free Teachers Online training certificate program in August/September 2020 for Syracuse City School District teachers
Academic Services College of Arts & Sciences	Community Folk Art Center: University-sponsored cultural venue that promotes art and artists of the African Diaspora through community events, programs, and exhibitions.
	La Casita Cultural Center: University-sponsored center located in the Near Westside neighborhood that celebrates Hispanic culture throughout the region
	Point of Contact: downtown Syracuse gallery for contemporary verbal and visual arts in Central New York

College of Education	Janklow Arts Leadership Program: supplies interns, advice, and programming to local arts organizations
	Teacher Education Placements in Syracuse City School District (“SCSD”)
	Syracuse Urban Inclusive Teacher Residency
	Next Big Thing: collaboration between SCSD and administrators at College of Education
	4A Arts & Creative Literacies Academy: grant to Dr. Weeks Elementary School
	Taishoff Center OnCampus program: brings SCSD students with intellectual disabilities to the University for inclusive higher education
	Art & Nutrition Curriculum
	Teachers of Color recruitment pipeline plan
	Schools of Promise: supports inclusive schools in the community
	SU Psychological Teaching Lab: diagnoses and develops plans for SCSD students with unique learning disorders
	Professional Development for SCSD teachers and administrators
	Liberty Partnerships Program: NYS-funded program implemented at Danforth, Clary, Roberts, Corcoran, and Fowler schools, encourages staying in school

	Board memberships on CNY Community Foundation and LiteracyCNY, ARC
College of Engineering and Computer Science	Senior engineering projects: students work with NYSDOT and other agencies to solve real-world engineering and transportation problems
	SCSD-targeted programming: educational programs at local science museum
	Board and committee membership at Red House, United Way
	Project ENGAGE: attracting female students to the field of engineering
College of Law	Legal externship placement in City's Office of Corporation Counsel
	Assistance with grant applications for the City Department of Neighborhood Planning and Business Development
	Seat on Advisory Committee of City Police Department
	Bankruptcy Clinic
	Children's Rights & Family Law Clinic
	Community Development Law Clinic
	Criminal Defense Clinic
	Disability Rights Clinic



	Elder Law Clinic
	Low Income Taxpayer Clinic
	Securities Arbitration & Consumer Law Clinic
	Veterans Legal Clinic
Falk College	Designed training modules for the Aging Studies Institute for SCSD Foster Grandparenting Program
	Sport and Human Development Institute: put on UNICEF's Kid Power Program in SCSD
	Marriage and Family Therapy & Center for Couple and Family Therapy: free counseling and clinical visits for children and families
	Neighborhood Trauma due to Violence Project: no-cost therapy for residents of Syracuse gunshot clusters who are experiencing trauma
Maxwell School	Various community placements of University students through courses
	Board membership at Syracuse City Ballet
	Research and grant writing: students and faculty assist the City and local organizations with grant writing and related projects

	Participation in Mayor's Summit on Municipal Finance
	Community Geographer: helps the City and local non-profits to make planning and programming decisions through mapping and analysis of social, economic and cultural conditions within the City
	The Maxwell Program in Citizenship and Civic Engagement
	Campbell Public Affairs Institute: home to numerous programs including Campbell Conversations interviews on public radio; Campbell Debates; State of Democracy Lecture Series; Tanner Lecture Series
	Student capstone projects
	Policy proposals and research study projects
	Symposia and lectures on current issues open to the public
	Faculty as board members or advisors to government or not-for-profit corporations
	Comm.UNITY student agency developed to help non-profits
	The Newhouse: student advertising club with local restaurants, hotels, and companies as clients
	Goldring Arts Journalism program: placement of interns at local arts organizations
	Connecting local non-profits with news media to increase news coverage of such entities
Newhouse School	

	Production of training video for community relations officer in City Police Department
	Sponsor of MIND Labs downtown
	Business analyses and website optimization reports by students
	Journalism and Magazine students work with school groups and community organizations
	Journalism Camp for SCSD students
	Publication of <i>The Stand</i> newspaper for residents of the South Side of the City
	Public relations students work on various campaigns for local orgs and businesses, and visit local schools
	Syracuse Acoustic Blues Festival founded by faculty member
	Faculty work on grant applications for the City
	Students and faculty serve as consultants and planners for various community groups and non-profits
	Startupcuse.com: independent website reporting on innovation, entrepreneurship and startups in and around Syracuse
	Create guest content for Syracuse.com

Whitman School of Management	Leadership of Syracuse Ad Club, a professional development organization
	Faculty member serves as Chair of CenterState CEO's Government Relations Committee
	WISE Women's Business Center (in Technology Garden)
	WISE Symposium (one-day event with large number of community members in attendance)
	D'Aniello Internship program (full-semester paid and for-credit internship)
	Syracuse Entrepreneurship Bootcamp (six Saturday training sessions)
	Partnerships with IVMF on military programming
	Faculty member serves as Director at CenterState CEO
	Entrepreneurship course engagements with specific client deliverables as part of assignments
	UPSTATE: A Center for Design, Research and Real Estate worked with City departments on architecture projects for Connective Corridor and Near Westside Initiative
School of Architecture	Movement on Main: Designing the Healthy Main Street: competition to design healthy neighborhoods for Near Westside Initiative
	Onondaga Creek Waterfront Redevelopment Strategy work with Division of City Planning, including demonstration projects for Onondaga Creek and Onondaga Lake areas

University College	Ongoing partnerships with SCSD and professional organizations
	Volunteer board membership at local non-profits
	Thursday Morning Roundtable: weekly civic forum to learn about and discuss community issues
	Talent & Education Development Center: develop and deliver professional development programs for employers and individuals
	English Language Institute: providing English language courses for academic and business purposes
	Part-time study available for community members
	Onondaga Citizens League: organization open to all citizens that studies issues that affect the community's economic health and quality of life
	Institute for Retired People: provides programming for retired individuals to promote intellectual activity and discovery of new interests
	Bristol-Myers Squibb Science Horizons: week-long science camp for local seventh and eighth grade students
	Shadow Day: brings fifth grade students from Seymour Magnet School to campus for a day where they experience college life first-hand

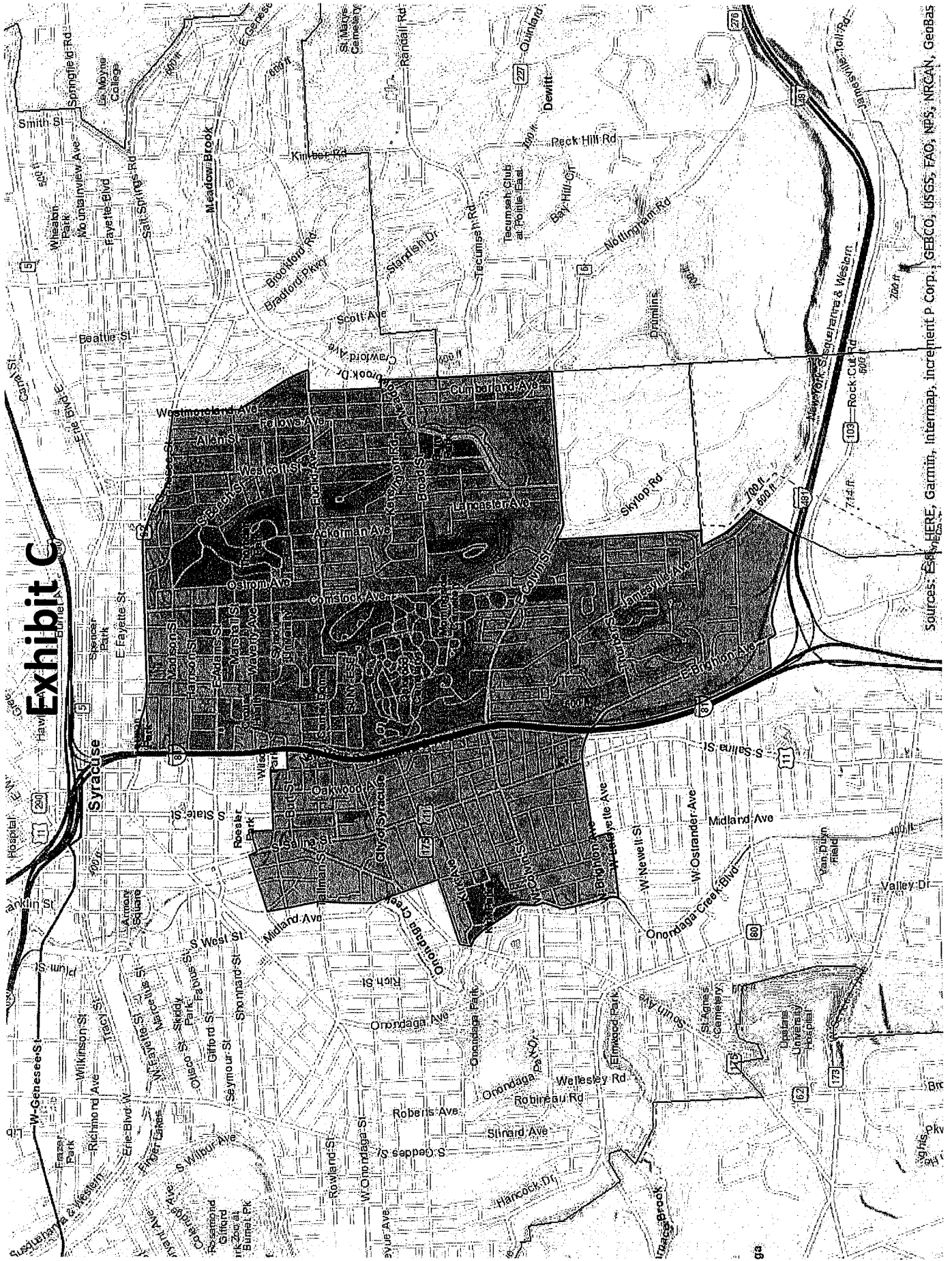
Citizens Academy: program that educates citizens of Onondaga County about the organization and operations of local governments	
Women of the University Community: open membership group offering social programs, interest groups, and educational programs about the Syracuse community	
Community Music Division (Setnor School of Music): provides opportunities for Syracuse residents of all musical skill levels to learn about and perform music	
The Alexander N. Charters Library of Resources for Educators of Adults: library dedicated to adult and continuing education	
Service on boards of organizations throughout the City	
Corporate Volunteer Council: collection of businesses, organizations, institutions, and other entities that promote and coordinate volunteerism in Central New York	
Provided 20 spaces for SU Summer College for Syracuse City Schools (2018)	
Provided 25 spaces for SU Summer College for Syracuse City Schools (2021)	

## **EXHIBIT "B"**

### **SERVICE PAYMENT SCHEDULE**

- 1. \$1,250,000 - due thirty (30) days after execution of the Agreement by both parties**
- 2. \$1,500,000 - due on or before August 31, 2022**
- 3. \$1,750,000 - due on or before August 31, 2023**
- 4. \$2,000,000 - due on or before August 31, 2024**
- 5. \$2,000,000 - due on or before August 31, 2025 (subject to reduction pursuant to Section 6.c of the Agreement)**

# Exhibit C



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobas



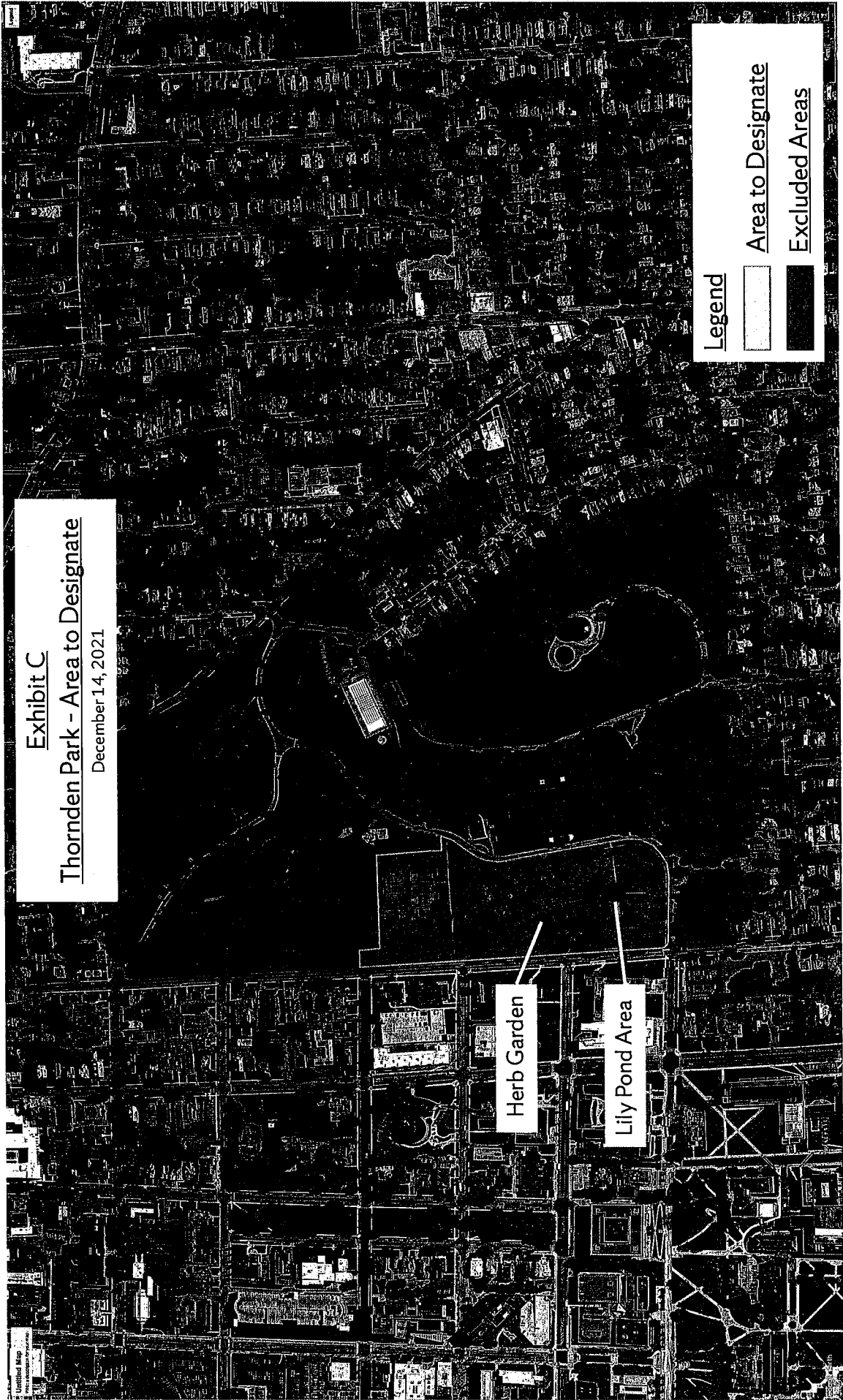




Exhibit C  
Thornden Park - Area to Designate  
December 14, 2021

Legend

	<u>Area to Designate</u>
	<u>Excluded Areas</u>

Herb Garden

Lily Pond Area



OFFICE OF THE MAYOR

Ben Walsh, Mayor

John P. Copanas  
City Clerk  
Room 231 City Hall  
Syracuse, NY 13202

**Re: Legislation Request – Services Agreement with Syracuse University**

Dear Mr. Copanas:

Please prepare legislation for the next Common Council agenda authorizing the Mayor to enter into a five year services agreement with Syracuse University.

The agreement will maintain all in-kind services outlined in the agreement that expired on June 30, 2021. In addition the University will agree to maintain a portion of Thornden Park and replace and maintain sidewalks along Ostrum Avenue near the park.

The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalk fees; to upgrade crosswalks on Ostrum Ave near Thornden Park; to provide assistance and coaching related to the permitting process; to hire an additional code inspector to be assigned to the university area; and to provide Community Service Officers to posts at the Schine Student Center and on South Campus.

The University will continue to fund the University Neighborhood Service Agreement (UNSAAC) at \$500,000. The University's designee on the UNSAAC allocation committee will become a voting seat and recipients of funding will no longer be able to sit on the allocation committee.

Syracuse University will increase its payments to the City from \$1 million to \$2 million over four years. Revenue received will be deposited into City account 01.425910

Sincerely,

Frank Caliva  
Chief Administrative Officer



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**TO:** Mayor, Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget  
**DATE:** December 20, 2021  
**SUBJECT:** Services Agreement with Syracuse University

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

On behalf of the Office of the Mayor, I am requesting the City to enter into a five year services agreement with Syracuse University.

The agreement will maintain all in-kind services outlined in the agreement that expired on June 30, 2021. In addition the University will agree to maintain a portion of Thornden Park and replace and maintain sidewalks along Ostrum Avenue near the park.

The City will agree to: accept current and additional University sidewalk maintenance in lieu of assessing new sidewalk fees; to upgrade crosswalks on Ostrum Ave near Thornden Park; to provide assistance and coaching related to the permitting process; to hire an additional code inspector to be assigned to the university area; and to provide Community Service Officers to posts at the Schine Student Center and on South Campus.

The University will continue to fund the University Neighborhood Service Agreement (UNSAAC) at \$500,000. The University's designee on the UNSAAC allocation committee will become a voting seat and recipients of funding will no longer be able to sit on the allocation committee.

Syracuse University will increase its payments to the City from \$1 million to \$2 million over four years. Revenue received will be deposited into City account 01.425910.

Please indicate your concurrence 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

DEC 22 2021

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](http://www.syr.gov.net)

Ordinance No.

2022

**ORDINANCE 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**

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 Mayor of the City of Syracuse be and he hereby is authorized and directed to execute such agreement 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.



# OFFICE OF THE MAYOR

MAYOR BEN WALSH

12 17

December 21, 2021

John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

RE: Ordinance and Local Law Request for a Labor Agreement with the Syracuse Firefighters Association, Local 280, International Association of Firefighters, AFL-CIO, CLC

Dear Mr. Copanas:

Please have legislation prepared for the next meeting of the Common Council to authorize a labor agreement between the City of Syracuse and the Syracuse Firefighters Association, Local 280. This five and a half-year labor agreement runs from January 1, 2021 through June 30, 2026 and provides the general wage increases listed below. The City and the Firefighters Association, Local 280 have signed a tentative agreement, which is attached.

## Wages

Effective 1/1/21	3% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%
Effective 1/1/26	1.5%

Additionally, please be advised a separate local law to amend the City Budget for July 2020-June 2021 is needed to accommodate the proposed wage increases.

Sincerely,

  
Frank Caliva  
Chief Administrative Officer

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

Office of the Mayor  
233 E. Washington St.  
201 City Hall  
Syracuse, N.Y. 13202

Office 315 448 8005  
Fax 315 448 8067

[www.syr.gov.net](http://www.syr.gov.net)

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6




# 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:** December 21, 2021  
**SUBJECT:** Labor Agreement with the Syracuse Firefighters Association, Local 280

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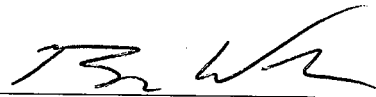
On behalf of the Office of the Mayor, I am requesting the City to enter into a labor agreement between the City of Syracuse and the Syracuse Firefighters Association, Local 28. This five and a half-year labor agreement runs from January 1, 2021 through June 30, 2026 and provides the general wage increases listed below. The City and the Firefighters Association, Local 280 have signed a tentative agreement, which is attached.

## Wages

Effective 1/1/21	3% (salary increase retroactive to January 1)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%
Effective 1/1/26	1.5%

Please indicate your concurrence 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

DEC 22 2021  
\_\_\_\_\_  
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](http://www.syr.gov)

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## **Tentative Agreement between City and Local 280**

**Contract Duration – 1/1/21 – 6/30/26**

### **Article 5**

#### **Bulletin Boards**

It is agreed that the Association may use Association bulletin boards located in each fire house for the purpose of posting Association notices to Association members, provided that such notices shall be approved by Local 280 Leadership prior to posting and notices shall clearly be identified as Association notices by stating Local 280 on the notices. All posted notices shall be non-political and shall be non-derogatory in character.

### **Article 6**

#### **6.1 Salary and wage increases**

Effective:

1/1/21 3%

1/1/22 3%

1/1/23 3%

1/1/24 3%

1/1/25 3%

1/1/26 1.5%

#### **6.3 Longevity Pay**

Effective 1/1/2022 there will be a change to the longevity schedule. Attached hereto at Appendix B is the longevity schedule for the bargaining unit. The payment is to be annually divided into 26 pay periods. Longevity will be calculated based on the total numbers of years of service completed within the bargaining unit. Longevity for year 7 will begin after 6 years have been completed and a member will be paid year 7 longevity divided into the 26 pays of that year.

## **Article 7**

### **Hospitalization and Medical Plan**

#### **7.1 City obligation**

On July 1, 2023, the employee contribution to health plan coverage shall be \$135 per month for single coverage and \$260 per month for family coverage. On July 1, 2024, the employee contribution to health plan coverage shall be \$145 per month for single coverage and \$275 per month for family coverage. On July 1, 2025 the employee contribution to health plan coverage shall be \$155 per month for single coverage and \$290 per month for family coverage.

#### **7.3 Change in Group Plan**

The City retains the right to change the Third-Party Administrator and/or the Hospitalization and Medical Plan and/or the Dental Plan during this contract term provided that the replacement plan offers benefits which are, on an overall basis, substantially equivalent to or superior to those of the present plan. The City will provide the Union sixty (60) days notice prior to any change to the TPA or Plan.

Insert new cancer screening language – Need to modify Table 1 Exhibit A from concession contract.  
See Appendix F

## **Article 8**

#### **8.1 Contract Holidays**

The City recognizes that bargaining unit Members are entitled to the following holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Easter  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day



## **Article 12**

### **12.1 Overtime Pay**

Any employee called in for duty in addition to their regular working hours shall receive time and one half (1.5) for not less than two (2) hours ; provided that the two (2) hour guarantee shall not apply when work is contiguous to the employees scheduled shift.

### **12.8 Stand-by Pay**

When a member is notified to be on stand-by and required to be on call to be activated, that member will receive one (1) hour overtime pay for each day they are on stand-by. In the event the member is called to duty, they shall receive the two (2) hour minimum overtime rate in addition to the stand-by pay.

### **Certification Incentives**

Effective 7/1/2022, the Certification / Education incentive program will be implemented. Members who produce appropriate documentation by December 31, 2021 or after ratification by both parties, which is later, are eligible to receive a percentage of a Step 6 base salary. Attached hereto at Appendix E is the current scale for the program. It will be at the Chief of Fire's discretion to add a specific certification or raise an incentive up based on the needs of the Department. Incentive payments may not be lowered without mutual agreement between both parties. Percentages do not compound; each member will only be paid at the highest level they are qualified to receive. Members are required to submit any eligibility documentation by December 31<sup>st</sup> of each year with a payment date of the following July 1<sup>st</sup>, and June 30<sup>th</sup> of each year with a payment date of the following January 1<sup>st</sup>; the payments will be made biweekly over the following 26 pay periods beginning with the payment date. See Appendix E.

## **Article 14**

### **Shift schedules for staff personnel**

Members assigned to staff shall work a schedule that is figured in two (2) week blocks. One (1) week a member will work 44 hours and 35 minutes, the other week will be 35 hours and 25 minutes. This will total 80 hours in two (2) weeks. The "Y" day off shall be either a Monday or a Friday unless approved by the Chief of Fire. Division leaders must approve each schedule to ensure adequate coverage at all times. Appendix D for examples

### **Shift schedule for members assigned to the Fire Investigation Unit (FIU)**

Due to the nature of the work and needed qualifications of the members of the Fire Investigation Unit, the work schedule will be at the discretion of the Chief of Fire or their designee. The Chief or their designee may choose that the members of the FIU work the schedule for staff personnel or a modified schedule for line personnel. The schedule will be a) 48 hours on with 144 hours off; b) 24 on 24 off 24 on and 120 off; or c) a variation of the staff schedule. The determination by the Chief of Fire or their designee will be made in accordance with the Fire Department's annual vacation and leave policy. When

the members are working a line schedule they will not be approved for compensatory "bank" time, but will be granted the equivalent number of hours in firefighter substitutions.

#### **Article 21.15 (b) (iii)**

Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section d (i) of this article. If the City rejects the Board's determination and finds the the Board did not act in compliance with d (i), the parties shall utilize a panel designated by PERB for resolving the dispute, by submitting a demand for Arbitration to PERB.

In any arbitration hearing held under this section, the parties shall have the right to be represented by counsel, to present witnesses, and engage in cross-examination. The arbitration shall be a de novo proceeding, and a decision shall be made by the arbitrator on the basis of the evidence as presented at the arbitration hearing.

Each party shall bear the expense of the preparation and presentation of its own case. The arbitrator's costs shall be shared equally between the parties.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this contract, nor shall s/he have authority to render any decision which conflicts with a law, ruling or regulation binding upon the City by a higher authority, nor to imply any obligation on the City which is not specifically set forth in this contract.

The decision of the arbitrator shall be final and binding on both parties to this Agreement.

#### **Article 22**

##### Emergency Medical Certification Stipend

CFR

EMT

AEMT

CC

Paramedic

##### Additional stipends will be paid for

CLI \$250

BLS CIC \$1000

ALS CIC \$2000

Additional stipends are effective 1/1/2022 and will be paid in accordance with the current stipend payment schedule.

Retroactivity Payments:

The only contractual money that will be eligible for retroactivity payments will be those established in Article 6 for salary and wage increases.

CITY OF SYRACUSE

SYRACUSE FIREFIGHTERS ASSOCIATION  
LOCAL 280, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO, CLC

---

BY: Corey Driscoll Dunham  
Chief Operating Officer  
Date: November 3, 2021

---

BY: Eric Yetman  
President  
Date: November 3, 2021

Ordinance No.

2022

**ORDINANCE AMENDING ORDINANCE  
NO. 519-2021 AS LAST AMENDED BY  
ORDINANCE NO. 643-2021 AUTHORIZING  
CONTRACTS RELATIVE TO PROVIDING  
CONSULTING SERVICES FOR THE CITY OF  
SYRACUSE ON AN AS NEEDED BASIS BEHALF  
OF THE OFFICE OF INFORMATION  
TECHNOLOGY TO ADD A CONTRACT WITH  
M.A. POLCE FOR CONSULTING SERVICES  
FOR THE CITY OF SYRACUSE ON BEHALF OF  
THE SYRACUSE POLICE DEPARTMENT TO  
INCREASE THE TOTAL COST NOT TO  
EXCEED FOR ALL SERVICES TO BE  
PROVIDED ON BEHALF OF THE BUREAU OF  
INFORMATION TECHNOLOGY TO \$250,000**

BE IT ORDAINED, that Ordinance No. 519-2021 as last amended by Ordinance No. 643-2021 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 City conducted a Request for Proposals for consulting services for the Office of Information Technology and the RFP Committee selected six (6) firms that the City would like to use on an as needed basis; and

WHEREAS, the Mayor has approved the retention of M.A. Polce, Naughton Associates, Advanced IT, ComSource, Hoefler Communications, and Presidio to provide consulting services for the Office of Information Technology on an as needed basis and hereby authorizes contracts with each of these firms as follows:

1. All of the above named firms have been approved to provide consulting services on behalf of the Office of Information Technology;

2. The consulting services shall be performed on an as needed basis;

3. The term of the contracts with each of these firms shall be for a one (1) year period with the option of two (2) additional one year renewal periods subject to the approval of the Mayor and the Common Council;

4. The total cost not to exceed for all services to be provided for the Bureau of Information Technology is \$250,000.00\*; and

WHEREAS, the Syracuse Police Department is in need of Information Technology related consulting services and has requested authorization to utilize MA Polce, one of the contractors selected to provide information technology consulting services for the City of Syracuse Bureau of Information Technology on an as needed basis; and

WHEREAS, the Syracuse Police Department contract with MA Polce shall be for an amount not to exceed \$363,000.00, to be paid on a time and expense basis in accordance with the fee schedule submitted with M.A. Polce's proposal in response to the City's RFP for Information Technology Services; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contracts, 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 the M.A. Polce, Naughton Associates, Advanced IT, ComSource, Hoefler Communications, and Presidio contracts on behalf of the Bureau of Information Technology shall be charged to Budget Account #541500.01.16800;

and all costs associated with the M.A. Police contract on behalf of the Syracuse Police Department shall be charged to Budget Account #541500.01.31230.



# Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

January 7, 2022

**David Prowak**  
Director

Ms. Patricia McBride  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Re: REQUEST FOR LEGISLATION**

Dear Ms. McBride

Please prepare legislation to be introduced at the next scheduled Common Council meeting on behalf of the Department of Information Technology to amend ordinance 519-21, which authorized the City to:

"enter into a 1 year contract with the following companies with the option of two (2) 1 year renewals with the approval of the Mayor and Common Council:

- M A Polce, Syracuse NY
- Naughton, Syracuse NY
- Advanced IT, Syracuse NY
- Comsource, Syracuse NY
- Hoefler Communications, Jamesville NY
- Presidio, New York, NY

The Request for Proposal (RFP) committee met and reviewed the proposals submitted for Consulting Services and requests the City enter into a contract with the above listed companies in an amount not to exceed \$125,000. "

The purpose of the amendment is to extend the do not exceed contract amount from \$125,000 to \$250,000. The budget breakdown is as follows;

- \$250,000 for companies listed above
- Of which, \$50,000 will be for M/WBE companies once selected

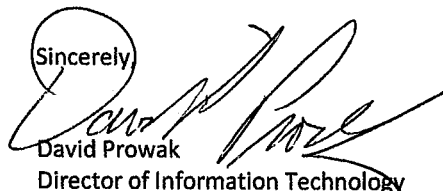
Expenditures will be charged to Information Technology's operating budget line 541500.01.16800.

Office of Information  
Technology  
233 E Washington St  
Room 423  
Syracuse, N.Y. 13202

Office 315 448-8431

[www.syr.gov.net](http://www.syr.gov.net)

Sincerely,

  
David Prowak  
Director of Information Technology

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**TO:** Mayor, Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget  
**DATE:** January 10, 2022  
**SUBJECT:** Amend Ordinance – Consulting Services

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Information Technology, I am requesting the City of Syracuse amend ordinance #519-2021 which authorized the City to: "enter into a 1 year contract with the following companies with the option of two (2) 1 year renewals with the approval of the Mayor and Common Council:

- M A Polce, Syracuse, NY
- Naughton, Syracuse NY
- Advanced IT, Syracuse NY
- Comsource, Syracuse NY
- Hoefler Communications, Jamesville NY
- Presidio, New York, NY

The Request for Proposal (RFP) committee met and reviewed the proposals submitted for Consulting Services and requests the City enter into a contract with the above listed companies in an amount not to exceed \$125,000. "

The purpose of the amendment is to extend the do not exceed contract amount from \$125,000 to \$250,000. The budget breakdown is as follows:

- \$250,000 for companies listed above
- Of which, \$50,000 will be for M/WBE companies once selected

Expenditures will be charged to Information Technology's operating budget line 541500.01.16800.

Please indicate your concurrence 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.

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](http://www.syr.gov)

Thank you for your attention regarding this matter.

\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

JAN 12 2022  
Date



**ORDINANCE AUTHORIZING THE  
APPROPRIATION OF \$375,000 OF THE  
AMERICAN RESCUE PLAN ACT OF 2021  
(ARPA) FUNDS RECEIVED BY THE CITY OF  
SYRACUSE TO ESTABLISH A SYRACUSE  
FESTIVALS FUND TO BE ADMINISTERED BY  
THE DOWNTOWN SYRACUSE FOUNDATION, A  
501 (C) 3 NOT-FOR-PROFIT CORPORATION  
AND AUTHORIZING AN AGREEMENT WITH  
THE DOWNTOWN SYRACUSE FOUNDATION  
TO ADMINISTER THE \$375,000 OF ARPA  
FUNDS FOR THE SYRACUSE FESTIVALS FUND  
ON BEHALF OF THE CITY OF SYRACUSE**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$375,000 of the American Rescue Plan Act of 2021 (ARPA) funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance; said funds are to be utilized to establish a Syracuse Festivals Fund to support festivals that will be held from approximately May 2022 through May 2023, in the manner provided by law; and

BE IT FURTHER ORDAINED, that the Syracuse Festivals Fund shall be administered by the Downtown Syracuse Foundation, a 501 (c) 3 not-for-profit corporation. There will be an administrative fee not to exceed 10% of the funding, which will be reinvested into revitalization programs for Downtown Syracuse; and

BE IT FURTHER ORDAINED, that an application process, criteria, and detailed reporting system that are commensurate with ARPA compliance requirements will be developed to administer the funds for the Syracuse Festivals Fund; and

BE IT FURTHER ORDAINED, that all festivals that are held within the City of Syracuse, regardless of neighborhood location, will be eligible to apply for funds from the Syracuse Festivals

Fund; and

BE IT FURTHER ORDAINED, that ARPA funds can be used to cover direct costs such as booking and supplying performers, artists, staging, tenting, lighting and audio/visual needs, permitting and venue related fees, and marketing to attract and draw in visitors and patrons; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute an agreement with Downtown Syracuse Foundation to administer the \$375,000 in ARPA funds for the Syracuse Festivals Fund on behalf of the City of Syracuse; and

BE IT FURTHER ORDAINED, that the agreement shall be subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that upon execution of the aforementioned agreement, the ARPA funds will be expended, subject to the approval of the Commissioner of Finance.



# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

January 7, 2022

**Commissioner**  
Michael Collins

**Deputy Commissioner  
of Business  
Development**  
Eric Ennis

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

**Re: Request to Appropriate American Rescue Plan Act Funds for *Syracuse Festivals Fund***

Dear Clerk McBride:

Please prepare legislation for the January 24, 2022 meeting of the Syracuse Common Council to appropriate \$375,000.00 of American Rescue Plan Act (ARPA) funds and enter into agreement with the Downtown Syracuse Foundation, a 501(c)3, to administer a Syracuse Festivals Fund.

Syracuse has a long tradition of hosting numerous arts and cultural festivals and events each year that reflect and celebrate the diverse cultures and interests of our community. These events also attract thousands of visitors and patrons from around the City, CNY region, and beyond, contributing to the City's economy—especially the arts/entertainment, food service, retail and hospitality related sectors. During the COVID-19 pandemic, festivals and other cultural events were cancelled and many have not yet returned. Performers, artists and craftspeople, restaurants/caterers and other events-related vendors and suppliers have been disproportionately impacted by shut downs and lost revenue opportunities.

This legislation would appropriate \$375,000.00 in ARPA funding, to be placed in an account to be designated by the Commissioner of Finance, to support festivals that will be held from approximately May 2022 through May 2023. An application process, criteria, and detailed reporting system that are commensurate with ARPA compliance requirements will be developed to administer these funds. All festivals that are held within the City of Syracuse, regardless of neighborhood location, will be eligible for this funding. ARPA funds can be used to cover direct costs such as booking and supplying performers, artists, staging, tenting, lighting, and audio/visual needs; permitting and venue-related fees; and marketing to attract and draw in visitors and patrons.

Within the Downtown Syracuse Foundation, a dedicated fund would be established in which the \$375,000 upfront lump sum would reside, providing the reimbursement source for each awarded event or festival. A 10% administrative fee is proposed, which in turn will be re-invested into revitalization programs for Downtown Syracuse.

**Department of  
Neighborhood &  
Business Development**  
201 E Washington Street  
Suite 600  
Syracuse, NY 13202

Office 315 448 8100  
Fax 315 448 8036

[www.syr.gov.net](http://www.syr.gov.net)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Please contact me at 448-8109 or [mcollins@syr.gov](mailto:mcollins@syr.gov) with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Collins', with a stylized flourish at the end.

Michael Collins

Cc: Sharon Owens, Deputy Mayor  
Jennifer Tifft, Director of Strategic Initiatives  
Greg Loh, Chief Policy Officer



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget *TR*  
**DATE:** January 10, 2022  
**SUBJECT:** Appropriation of Funds and Agreement – Downtown Syracuse Foundation

---

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Neighborhood & Business Development, I am requesting to appropriate funds in an amount not to exceed \$375,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance and enter into an agreement with the Downtown Syracuse Foundation, a 5019c03, to administer a Syracuse Festivals Fund.

Syracuse has a long tradition of hosting numerous arts and cultural festivals and events each year that reflect and celebrate the diverse cultures and interests of our community. These events also attract thousands of visitors and patrons from around the City, CNY region, and beyond, contributing to the City's economy – especially the arts/entertainment, food service, retail and hospitality related sectors. During the COVID-19 pandemic, festivals and other cultural events were cancelled and many have not yet returned. Performers, artists and craftspeople, restaurants/caterers and other events – related vendors and suppliers have been disproportionately impacted by shut downs and lost revenue opportunities.

This legislation would appropriate \$375,000 in ARPA funding, to be placed in an account to be designated by the Commissioner of Finance, to support festivals that will be held from approximately May 2022 through May 2023. An application process, criteria, and detailed reporting system that are commensurate with ARPA compliance requirements will be developed to administer these funds. All festivals that are held within the City of Syracuse, regardless of neighborhood location, will be eligible for this funding. ARPA fund can be used to cover direct costs such as booking and supplying performers, artists, staging, tenting, lighting, and audio/visual needs; permitting and venue-related fees; and marketing to attract and draw in visitors and patrons.

Within the Downtown Syracuse Foundation, a dedicated fund would be established in which the \$375,000 upfront lump sum would reside, providing the reimbursement source for each awarded event or festival. A 10% administrative fee is proposed, which in turn will be re-invested into revitalization programs for Downtown Syracuse.

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

*Ben Walsh*  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

Date

JAN 12 2022

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**Ordinance No.**

**2022**

**ORDINANCE AUTHORIZING CORRECTION OF  
TAX ROLLS**

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby directed to correct the tax rolls as shown on the attached Appendix "A".

REMOVE BOARD-UP & CLEAN-UP CHARGES FOR THE 2021/22 TAX YEAR

IS—

SHOULD BE—

2024 Park Street  
Emmi LLC & Mangano LLC  
#0168011100  
91 x 140  
Vac Comm  
001.2-02-14.0  
LAND VALUE: \$64,800  
FULL VALUE: \$64,800  
BU/CU CHARGES: \$2004.45  
ALL OTHER CHARGES AS IS

2024 Park Street  
Emmi LLC & Mangano LLC  
#0168011100  
91 x 140  
Vac Comm  
001.2-02-14.0  
LAND VALUE: \$64,800  
FULL VALUE: \$64,800  
BU/CU CHARGES: \$0  
ALL OTHER CHARGES AS IS

-----



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

15

13 January 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

**Re: Request for Legislation**

Dear Ms. McBride:

It is requested that an ordinance be drawn authorizing the Commissioner of Finance to correct their records according to the changes outlined in the attached appendix.

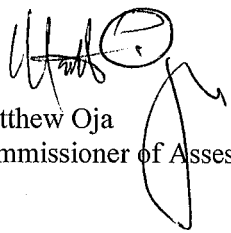
This property has been reviewed and we find that the corrections to be made are in order.

**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](mailto:assessment@syrgov.net)

Very Truly Yours,

  
Matthew Oja  
Commissioner of Assessment

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3



**ORDINANCE APPROVING A DISTRICT PLAN  
AMENDMENT TO THE PLANNED  
INSTITUTIONAL DISTRICT FOR PROPERTY  
SITUATED AT 1301 (A/K/A 1315) EAST COLVIN  
STREET, SYRACUSE, NEW YORK**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on January 10, 2022, approving a district plan amendment to the Manley Planned Institutional District (PID) District Plan upon the request of Syracuse University, for the property situated at 1301 (a/k/a 1315) East Colvin Street, Syracuse, New York, in order to facilitate new construction and upgrades to the Manley Athletics Complex into the John A. Lally Athletics Complex pursuant to Part B, Section VIII, Article 1 of the City of Syracuse Zoning Rules and Regulations, as amended; in accordance with Article V, Chapter 13 of the Charter of the City of Syracuse-1960, as amended, in the manner and upon the conditions therein stated, be and the same is consented to and the same shall also constitute and is hereby made a like amendment and addition to the Zoning Rules and Regulations of the City of Syracuse, as amended, applicable thereto, and as set forth in said resolution, namely:

A RESOLUTION APPROVING A DISTRICT PLAN AMENDMENT  
FOR PROPERTY SITUATED AT 1301 (AKA 1315) EAST COLVIN STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 10<sup>th</sup> day of January, 2022, adopt the following resolution:

- WHEREAS, the applicant, Syracuse University, is requesting to amend the Manley Planned Institutional District (PID) District Plan in order to facilitate new construction and upgrades to the Manley Athletics Complex into the John A. Lally Athletics Complex on property situated at 1301 (aka 1315) East Colvin Street pursuant to Part B, Section VIII, Article 1 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the District Plan serves as a vision for the overall P.I.D., whereby future individual proposals within the P.I.D. will be reviewed on their own merit and should be consistent with the District Plan; and
- WHEREAS, the City Planning Commission held a public hearing on the subject request on January 10, 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 proposals and all submittals by the applicant and all interested parties; and
- WHEREAS, the scope of work includes construction of a two-story, ±4,717-square foot building, demolition of the existing, ±16,779-square foot Iocolano-Petty Football Wing followed by construction of a ±51,130-square foot Football Operations Center, installation of new signage, replacement of doors to the Manley Field House, and replacing the paved entrance to the Football Operations Center with grass; and
- WHEREAS, the City Planning Commission is reviewing a companion Project Plan Review (Z-2847) for the proposed construction and demolition; and
- WHEREAS, the subject property is irregular in shape with 2,014.22 feet of frontage on East Colvin Street and 1,356.31 feet of frontage on Comstock Avenue; and
- WHEREAS, the property lies within a PID zoning district, as do neighboring properties to the south; adjacent and neighboring properties to the north and west lie within a Residential, Class B zoning district; adjacent and neighboring properties to the northeast, east, and southwest lie within a Residential, Class A-1 zoning district; and
- WHEREAS, land use in the area consists primarily of residential uses to the east and south; Oakwood Cemetery lies on the west side of Comstock Avenue; and
- WHEREAS, the proposal modifies the District Plan as illustrated on a proposed site plan (Sheet S.1000), dated December 22, 2021, which shows three areas of new construction to the Manley Field House in conjunction with one area of demolition; and

WHEREAS, the amended PID District Plan establishes the following development requirements;

- Maximum District Coverage 15.6% (393,988 sf)
- Developed Open Space 70%
- F.A.R. 0.196
- Setback; Comstock Avenue 263'-8"
- East Colvin Street 73 ft
- Off-Street Loading Berths 0

WHEREAS, the proposed District Plan amendment deviates from Part B, Section VIII, Article 1, paragraph 3.i(5) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the district requires a minimum of five off-street loading berths; the proposed District Plan does not illustrate any off-street loading berths; previously approved District Plans did not illustrate any off-street loading berths, and previous resolutions did not address the lack of loading berths; and

WHEREAS, the proposal necessitates a waiver from Part B, Section VIII, Article 1 of the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street loading berth requirements

WHEREAS, the Commission approved the Manley Planned Institutional District (Z-2399) on September 5, 1989, with four subsequent modifications; the latest modification (Z-2399M4) was approved by the Planning Commission on August 5, 2013; and

WHEREAS, in response to written correspondence received regarding the proposed amendment identifying excessive noise emanating from the boundaries of the PID, the Commission noted the City of Syracuse's Noise Control Ordinance, set forth in Chapter 40 of the Revised General Ordinances; and

WHEREAS, pursuant to the New York State Environmental Quality Review Regulations, 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; and

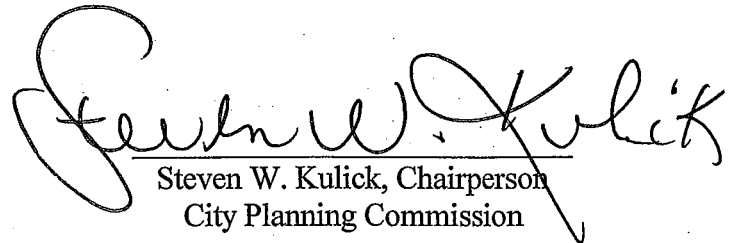
NOW THEREFORE BE IT RESOLVED, that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 10<sup>th</sup> day of January, 2022, APPROVE a Planned Institutional District (P.I.D.) District Plan Amendment to the Manley P.I.D. in order to facilitate new construction and upgrades to the Manley Athletics Complex into the John A. Lally Athletics Complex on property situated at 1301 (aka 1315) East Colvin Street pursuant to Part B, Section VIII, Article 1 of the City of Syracuse Zoning Rules and Regulations, as amended, in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:

- Site Zoning Plan (Sheet S.1000); Lally Athletics Complex Phase 1A; dated: 12/22/2021; scaled: 1"=80'-0";

BE IT FURTHER RESOLVED that this approval 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 including the issuance of permits by the Division of Code Enforcement of the City of Syracuse;

BE IT FURTHER RESOLVED that the property owner shall comply with Chapter 40 of the City of Syracuse Revised General Ordinances (Noise Control Ordinance);

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

## © 2013 Curators

**S.1000**

[illegible]

4 OVERALL SITE PLAN - LEVEL 01

Project:

7-2394 MS

Date:

1/10/2022

***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:

Z-1399 M5

Date:

1/10/2022

### 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.

- ☐ 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.
- ☒ 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

Heather A. Lamendola

Date

1/10/2022

Zoning Administrator

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM



# Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola  
Zoning Administrator

January 12, 2022

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

Re: Z-2399M5 District Plan Amendment for the Syracuse University Manley Planned Institutional District

Dear Ms. McBride;

On January 10, 2022, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

No one spoke in favor of, or in opposition to the proposal. One written correspondence was received noting concerns with existing conditions.

The Commission granted one waiver from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street loading regulations as part of this approval.

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

Sincerely,

Heather A. Lamendola  
Zoning Administrator

Ends: (6)

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

www.syrgov.net

Owner/Applicant: Syracuse University  
Jennifer Champa Bybee  
1320 Jamesville Avenue  
Syracuse, New York 13244

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



Ordinance No.

2022

**ORDINANCE AUTHORIZING ACCEPTANCE OF  
A DONATION OF ONE HUNDRED TWENTY  
(120) SMOKE DETECTORS FROM ONONDAGA  
COUNTY, HAVING AN ESTIMATED VALUE  
NOT TO EXCEED \$1,320.00 (\$11.00 PER UNIT),  
TO BE INSTALLED BY THE SYRACUSE FIRE  
DEPARTMENT IN RESIDENTIAL PROPERTIES  
IN THE CITY OF SYRACUSE**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance of a donation to the City of Syracuse of one hundred twenty (120) Smoke Detectors from Onondaga County, having an estimated value not to exceed \$1,320.00 (\$11.00 per unit), to be installed by the Syracuse Fire Department in residential properties in the City of Syracuse.



# SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

**Michael J. Monds**  
Chief of Fire

January 5, 2022

**Daniel P. Downes**  
First Deputy Chief

Ms. Patricia McBride

Deputy City Clerk

**Deputy Chiefs**

Elton Davis

231 City Hall

Barry Lasky

Syracuse, New York 13202

John Kane

James Farewell

Zachary Smith

Re: Request for Legislation

Dear Ms. McBride:

Please take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to accept an in-kind donation valued at \$1,320 from Onondaga County.

The County of Onondaga has 120 (one hundred and twenty) smoke detectors available to donate to the Syracuse Fire Department. The value is estimated at \$11/unit.

The Fire Department installs smoke detectors in residential properties. Due to fiscal restraints caused by the pandemic, the budget for this service has been cut. The acceptance of this donation will allow this service to continue.

Sincerely,

*Michael J. Monds*

Michael J. Monds

Chief of Fire

Chief's Office  
Syracuse Fire Dept.  
Public Safety Building  
511 S. State St.  
6th Floor, Rm. 607  
Syracuse, N.Y. 13202

Office 315 473 5525  
Fax 315 422 7766

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2022

**ORDINANCE AUTHORIZING AN  
AGREEMENT WITH EMERGENCY  
TRAINING CONSULTANTS TO CONDUCT A  
FIREFIGHTER CIVIL SERVICE TEST  
PREPARATION COURSE ON BEHALF OF THE  
DEPARTMENT OF FIRE FOR CITY OF  
SYRACUSE RESIDENTS SCHEDULED TO TAKE  
THE 2022 FIREFIGHTER CIVIL SERVICE  
EXAM**

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 Request for Proposal Process and approved the retention of Emergency Training Consultants under the following terms:

- (1) Emergency Training Consultants shall conduct a Firefighter Civil Service Test Preparation Course on behalf of the Department of Fire for City of Syracuse residents scheduled to take the 2022 Firefighter Civil Service Exam, which is currently scheduled to be held on March 19, 2022.
- (2) Emergency Training Consultants shall conduct a four hour training course for City residents. The content of the course shall be designed to provide the City residents in attendance with the tools to be competitive in the New York State Civil Service Testing System, with the specific goal to provide the test skills necessary to be successful in taking the Firefighter Civil Service Exam.
- (3) The course shall be offered at no-cost to the City resident. All fees for providing the course shall be paid by the City of Syracuse and will be based on the number of City

residents who attend the training course. The total cost not to exceed shall be as follows:

<b>Number of City residents attending</b>	<b>Cost not to exceed</b>
0-25	\$1,200.00
26-50	\$1,500.00
51-75	\$2,250.00
76-100	\$3,000.00

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 the Fire Department Budget Fiscal Year 2021/2022 Budget Account #34100.01.541630 or another appropriate account as designated by the Commissioner of Finance.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

January 13, 2022

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**RE: WAIVER OF COMPETITIVE BID FOR FIREFIGHTER CIVIL SERVICE TEST  
PREPARATION INSTRUCTION**

Dear Ms. McBride:

On behalf of the Syracuse Fire Department, please prepare legislation to be introduced at the next scheduled Common Council Meeting authorizing a waiver of competitive bid and to enter into an agreement with Emergency Training Consultants, who is a sole source provider of this targeted service for Firefighter Civil Service Test Preparation instruction.

The Syracuse Fire Department and Emergency Training Consultants will offer free training to city residents only, specific to enhancing the civil service test taking ability of potential future Syracuse Fire Department employees. This is a four hour course that provides the student with the tools to be competitive in the NYS Civil Service testing system. Emergency Training Consultants has been providing this training since 1994 and are the only provider of this type of Firefighter Entrance Exam Preparation course in New York State.

This course will prepare students for the Firefighter Entrance Exam that will be given on March 19, 2022. This class will target the student's ability to be successful in taking this exam. The cost will be based on the number of students attending as follows: 0-25 students (\$1,200), 26-50 Students (\$1,500), 51-75 students (\$2,250) or 76-100 Students (\$3,000). The financial expenditures for Emergency Training Consultants will be charged to the Fire Department Budget Fiscal Year 2021/2022 Professional Development Account #34100.01.541630. The total expenditures for this purpose shall not exceed \$3,000.

Thank you.

Sincerely,

Timothy M. Rudd  
Director of Management & 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](http://www.syr.gov.net)

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# SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

January 13, 2022

**Michael J. Monds**  
Chief of Fire

**Daniel P. Downes**  
First Deputy Chief

**Deputy Chiefs**

Elton Davis  
Barry Lasky  
John Kane  
James Farewell  
Zachary Smith

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

Dear Ms. McBride,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to enter into an agreement with Emergency Training Consultants, who is a sole source provider of this targeted service for Firefighter Civil Service Test Preparation instruction.

The Syracuse Fire Department and Emergency Training Consultants will offer training to city residents only, specific to enhancing the civil service test taking ability of potential future Syracuse Fire Department employees. This is a four hour course that provides the student with the tools to be competitive in the NYS Civil Service testing system. Emergency Training Consultants has been providing this training since 1994 and are the only provider of this type of Firefighter Entrance Exam Preparation course in New York State.

This course will prepare students for the Firefighter Entrance Exam that will be given on March 19, 2022. This class will target the student's ability to be successful in taking this exam. The cost will be based on the number of students attending as follows: 0-25 students (\$1,200), 26-50 Students (\$1,500), 51-75 students (\$2,250) or 76-100 Students (\$3,000). The financial expenditures for Emergency Training Consultants will be charged to the Fire Department Budget Fiscal Year 2021/2022 Professional Development Account #34100.01.541630. The total expenditures for this purpose shall not exceed \$3,000. The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, payment will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Chief's Office  
Syracuse Fire Dept.  
Public Safety Building  
511 S. State St.  
6th Floor, Rm. 607  
Syracuse, N.Y. 13202

Office 315 473 5525  
Fax 315 422 7766

[www.syr.gov.net](http://www.syr.gov.net)

Michael J. Monds

Chief of Fire



# 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: January 13, 2022  
SUBJECT: Waiver of Competitive Bid – Firefighter Civil Service Test Preparation Instruction

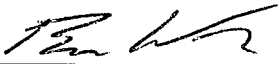
The Department of Fire is requesting a waiver of competitive bid to enter into an agreement with Emergency Training Consultants, who is a sole source provider of this targeted service for Firefighter Civil Service Test Preparation instruction.

The Syracuse Fire Department and Emergency Training Consultants will offer free training to city residents only, specific to enhancing the civil service test taking ability of potential future Syracuse Fire Department employees. This is a four hour course that provides the student with the tools to be competitive in the NYS Civil Service testing system. Emergency Training Consultants has been providing this training since 1994 and are the only provider of this type of Firefighter Entrance Exam Preparation course in New York State.

This course will prepare students for the Firefighter Entrance Exam that will be given on March 19, 2022. This class will target the student's ability to be successful in taking this exam. The cost will be based on the number of students attending as follows: 0-25 students (\$1,200), 26-50 Students (\$1,500), 51-75 students (\$2,250) or 76-100 Students (\$3,000). The financial expenditures for Emergency Training Consultants will be charged to the Fire Department Budget Fiscal Year 2021/2022 Professional Development Account #34100.01.541630. The total expenditures for this purpose shall not exceed \$3,000.

Please indicate your concurrence 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

1/13/22  
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](http://www.syr.gov.net)

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**Emergency Training Consultants**

**PO Box 422**

**Camillus, NY 13031**

Email: [bill@etrainingconsultants.com](mailto:bill@etrainingconsultants.com)

January 13, 2022

Michael Monds

Chief of Fire/Syracuse Fire Department

Re: (Emergency Training Consultants Quote)

Chief Monds,

The following is the requested quote for the Firefighter Civil Service Test Preparation class. Emergency Training Consultants will provide four hours of instruction with two instructors. This class will target the students ability to be successful in taking this exam. The cost will be based on the number of students attending as outlined below:

0-25 students (\$1,200)

26-50 Students (\$1,500)

51-75 students (\$2,250)

76-100 Students (\$3,000)

We look forward to our continued partnership with Syracuse Fire Department. Please contact me at (315) 569-2708 if you have any questions.

Thank You,

William J. Mitson

President

Emergency Training Consultants





**Emergency Training Consultants**

**PO Box 422**

**Camillus, NY 13031**

Email: [bill@etrainingconsultants.com](mailto:bill@etrainingconsultants.com)

January 13, 2022

Michael Monds

Chief of Fire/Syracuse Fire Department

Re: (Emergency Training Consultants / William J. Mitson, President) Sole Source Letter

Emergency Training Consultants is the sole source provider of Firefighter Civil Service Test Preparation instruction. We are pleased to partner with the Syracuse Fire Department to deliver these targeted services.

Working with the Syracuse Fire Department, Emergency Training Consultants offers training specific to enhancing the civil service test taking ability of potential future Syracuse Fire Department employees. This is a four hour course that provides the student with the tools to be competitive in the NYS Civil Service testing system. We have been providing this training since 1994 and to the best of my knowledge we are the only provider of this course in New York State.

We look forward to our continued partnership with Syracuse Fire Department. Please contact me at (315) 569-2708 if you have any questions.

Thank You,

William J. Mitson

President

Emergency Training Consultants

**ORDINANCE AMENDING ORDINANCE  
NO. 689-2021 AUTHORIZING THE CITY OF  
SYRACUSE, WITHOUT ADVERTISING OR  
COMPETITIVE BIDDING, TO ENTER INTO AN  
AGREEMENT WITH OSWEGO COUNTY  
RELATIVE TO THE RENTAL OF TRACK TIME  
ON BEHALF OF THE SYRACUSE POLICE  
DEPARTMENT FOR EMERGENCY VEHICLE  
OPERATIONS TRAINING (EVOC) DURING  
FISCAL YEAR 2021/2022**

BE IT ORDAINED, that Ordinance No. 689-2021 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the Director of Management and Budget, without advertising or competitive bidding, to enter into an agreement with Oswego County for the rental of track time at the Oswego County Airport on behalf of the Syracuse Police Department for emergency vehicle operation training (EVOC) during Fiscal Year 2021/2022, by reason of the fact it is impracticable to bid said item as this is the only location in Central New York that provides a suitable location that meets the New York State Department of Criminal Justice Service requirements for EVOC training; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to enter into the agreement to rent the track time at the Oswego Airport from Oswego County for EVOC training for the Syracuse Police Department; and

BE IT FURTHER ORDAINED, the term of the Agreement shall be effective from July 1, 2021 through June 30, 2022 at a total cost for the rental not to exceed \$10,000.00; and

BE IT FURTHER ORDAINED, that all costs associated with this rental shall be charged to Police Department Operating Budget Account #540552.01.31230 or another appropriate account as

designated by the Commissioner of Finance.

\_\_\_\_\_ = new material

\* previously read \$8,000.00

1<sup>st</sup> Deputy Chief  
Joseph Cecile



19  
Deputy Chiefs  
Derek McGork  
Richard Shoff, Jr.  
Richard H. Trudell

## SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

January 5, 2022

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

RE: Amend Ordinance 689-2021 to increase the amount of the waiver from \$8,000 to \$10,000

Dear Ms McBride:

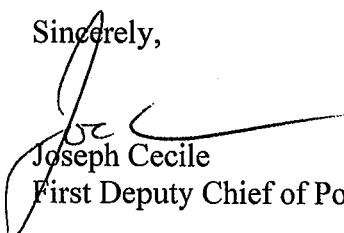
**On behalf of the Department of Police, please prepare legislation for the next regularly scheduled meeting of the Syracuse Common Council to amend Ordinance 689-2021 which allowed the Syracuse Police Department to rent track time for Emergency Vehicle Operation Training (EVOC) from Oswego County. Additional track time was needed during the recent Syracuse Police Academy than was originally planned for.**

In order comply with New York State Department of Criminal Justice Services requirements as well as ensure our officers are adequately trained and proficient in the operation of departmental vehicles, the Police Department conducts EVOC training in both the Police Academy and in-service training. The track located at the Oswego County Airport is the only location in Central New York that provides a suitable location to conduct the necessary training.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

**Purchases under this waiver will be charged to the Police Operating Budget Account 540552.01.31230 during the 2021/22 budget year as applicable. Total purchases not to exceed \$10,000 for the budget year.**

Sincerely,

  
Joseph Cecile  
First 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](http://www.syracusepolice.org)

2




# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget   
**DATE:** January 5, 2022  
**SUBJECT:** Amend Ordinance #689-2021 – Rental of Track Time

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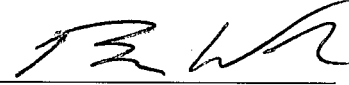
On behalf of the Department of the Police, I am requesting that the City of Syracuse amend ordinance #689-2021 which allowed the Syracuse Police Department to rent track time for Emergency Vehicle Operation Training (EVOC) from Oswego County. Additional track time was needed during the recent Syracuse Police Academy than was originally planned for.

In order to comply with New York State Department of Criminal Justice Services requirements as well as ensure our officers are adequately trained and proficient in the operation of departmental vehicles, the Police Department conducts EVOC training in both the Police Academy and in-service training. The track located at Oswego County Airport is the only location in Central New York that provides a suitable location to conduct the necessary training.

Purchases under this waiver will be charged to the Police Operating Budget Account 540552.01.31230 during the 2021/2022 budget year as applicable. Total purchases not to exceed will be increased from \$8,000 to \$10,000 for the budget year.

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

JAN 12 2022  
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](http://www.syr.gov.net)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ENTER INTO A CHOICE NEIGHBORHOOD'S PARTNERSHIP AGREEMENT WITH THE SYRACUSE HOUSING AUTHORITY, MCCORMACK BARON SALAZAR, INC., THE SYRACUSE CITY SCHOOL DISTRICT, AND URBAN STRATEGIES, INC. RELATIVE TO THE COMPREHENSIVE REVITALIZATION PROJECT OF THE MCKINNEY MANOR AND PIONEER HOMES (BLOCKS B AND C) AND THE SURROUNDING 15TH WARD NEIGHBORHOOD**

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has developed the Choice Neighborhoods Initiative, pursuant to which the HUD makes Choice Neighborhoods Implementation ("CNI") Grants to eligible applicants who have submitted comprehensive neighborhood revitalization strategies, called Transformation Plans that meet the criteria set forth in HUD's Fiscal Year (FY) 2021 NOFO for the Choice Neighborhoods Initiative — Implementation Grants (Docket No.FR-6500-N-34) ("NOFO"); and

WHEREAS, the City of Syracuse ("the City"), the Syracuse Housing Authority ("SHA"), McCormack Baron Salazar, Inc. ("MBS"), the Syracuse City School District ("SCSD"), and Urban Strategies, Inc. ("USI") and other members of the community have undergone a comprehensive local planning process and are now moving forward with a Transformation Plan to revitalize and transform the 15th Ward neighborhood (the "Target Neighborhood"); and

WHEREAS, the City as the local government of the Target Neighborhood is submitting an application (the "Application") to HUD for a CNI Grant (the "Grant") in conjunction with SHA in accordance with the NOFO. The City will serve as the Lead Applicant for the Grant and

will serve as the Principal Team Member responsible for implementing the Neighborhood Strategy (the "Neighborhood Strategy") in the NOFO; and

WHEREAS, SHA is a quasi-governmental, public body, corporate and politic, exercising exclusively public and essential government functions, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of the New York Housing Authority Act and will serve as the Co-Applicant for the Grant; and

WHEREAS, MBS is an accomplished developer with national experience revitalizing distressed urban communities and developing vibrant, mixed-finance, mixed-income, and mixed-use communities that leverage and strengthen community assets. MBS is responsible for implementing the Housing Strategy (the "Housing Strategy") in the NOFO; and

WHEREAS, USI is a 501(c)(3) not-for-profit corporation specializing in citizen-directed planning, community-based economic vitality, and community and supportive services and has partnered with MBS and public housing authorities nationwide to guide the human aspects of transformative neighborhood revitalization programs. USI will serve as the Principal Team Member responsible for implementing the People Strategy (the "People Strategy in the NOFO, other than those tasks delegated to SCSD under the education components of the People Strategy; and

WHEREAS, SCSD will be responsible for implementing the Education Strategy (the "Education Strategy") of the Transformation Plan; and

WHEREAS, as part of the Application the City and the above referenced parties must execute a Choice Neighborhoods Partnership Implementation Agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute a Choice Neighborhood Partnership Agreement with SHA, MBS, SCSD, and USI under the following terms:

1. The Choice Neighborhood Partnership Agreement will commit the City, SHA, MBS, SCSD, and USI (hereinafter collectively referred to as "the Parties") to working collaboratively relative to the Comprehensive Revitalization Project of the McKinney Manor and Pioneer Homes (Blocks B and C) and the surrounding 15<sup>th</sup> Ward Neighborhood in Syracuse throughout the entirety of the term of the Grant.
2. The Parties will agree to collect, analyze, and share data related to Housing, Neighborhood and People with each other, as needed to evaluate the effectiveness of CNI strategies and programs, and to generate thorough and accurate reports measured against CNI performance metrics for HUD on a quarterly and annual basis. The data with respect to People shall be in accordance with the requirements of HUD and shall include but not be limited to the name, address, and demographic information.
3. The Parties will agree to the assignment of specific roles that bring their expertise to the Grant Implementation Process and leveraging their capacity to the success of the Project as part of the Grant application.
4. There shall be no direct cost to the City relative to this Choice Neighborhood Partnership Agreement.

; and

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





# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

January 10, 2022

**Commissioner**  
Michael Collins

**Deputy Commissioner  
of Business  
Development**  
Eric Ennis

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

**Re: Legislation Request – Approval of Partnership Agreement for the U.S.  
HUD – Choice Neighborhood Initiative (CNI) Grant Application relative to the  
comprehensive redevelopment of the McKinney Manor and Pioneer Homes  
(blocks B and C) and neighborhood transformation.**

Dear Ms. McBride:

Please prepare legislation for the next Common Council agenda (January 24, 2022) on behalf of the Department of Neighborhood and Business Development approving a Partnership Agreement by and among the City of Syracuse, ("City"), the Syracuse Housing Authority ("SHA"), McCormack Baron Salazar, Inc. ("MBS" or "Developer"), Syracuse City School District, ("SCSD") and Urban Strategies, Inc. ("USI") in connection with the comprehensive revitalization of the McKinney Manor and Pioneer Homes (blocks B and C) housing development ("MM & PH") and the surrounding neighborhood transformation in Syracuse, New York ("the Project").

The Parties (as set forth above) to this Agreement and other members of the community have undergone a comprehensive local planning process and are now moving forward with a Transformation Plan to revitalize and transform the old 15th Ward neighborhood (the "Target Neighborhood"). This Agreement will commit the Parties to working collaboratively on the Project. Specifically the Parties commit to work collaboratively throughout the entirety of the Grant. The Parties agree to collect, analyze, and share data related to Housing, Neighborhood, and People (including, but not limited to, name, address and demographic information) with each other, as needed to evaluate the effectiveness of CNI strategies and programs, and to generate thorough and accurate reports measured against CNI performance metrics for HUD on a quarterly and annual basis. In addition, the Parties agree to play specific roles in bringing their expertise to the Grant implementation and leveraging their capacity to the success of the Project as specified in the Grant application.

There is no direct cost to the City of entering into this Agreement because all of the City commitments to this project will be set forth in the HUD, CNI Grant Agreement if awarded.

**Department of  
Neighborhood &  
Business Development**  
201 E Washington Street  
Suite 600  
Syracuse, NY 13202

Office 315 448 8100  
Fax 315 448 8036

[www.syr.gov.net](http://www.syr.gov.net)

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20

8

Topic: Re: Legislation Request – Approval of Partnership Agreement for the U.S. HUD – Choice Neighborhood Initiative (CNI) Grant Application relative to the comprehensive redevelopment of the McKinney Manor and Pioneer Homes (blocks B and C) and neighborhood transformation.

10 January 2022

Page 2

Please contact me with any questions at [mcollins@syr.gov](mailto:mcollins@syr.gov) or (315) 448-8109.

Sincerely,

A handwritten signature in black ink, appearing to read 'MLC', is positioned above the printed name of Michael Collins.

Michael Collins  
Commissioner

Cc: Sharon Owens, Deputy Mayor




# 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:** January 10, 2022  
**SUBJECT:** Partnership Agreement

---

On behalf of the Department of Neighborhood and Business Development, I am requesting a Partnership Agreement among the City of Syracuse, ("City"), the Syracuse Housing Authority ("SHA"), McCormack Baron Salazar, Inc. ("MBS" or "Developer"), Syracuse City School District, ("SCSD") and Urban Strategies, Inc. ("USI") in connection with the comprehensive revitalization of the McKinney Manor and Pioneer Homes (blocks B and C) housing development ("MM & PH") and the surrounding neighborhood transformation in Syracuse, New York ("the Project").

The Parties (as set forth above) to this Agreement and other members of the community have undergone a comprehensive local planning process and are now moving forward with a Transformation Plan to revitalize and transform the old 15<sup>th</sup> Ward neighborhood (the "Target Neighborhood"). This Agreement will commit the Parties to working collaboratively on the Project. Specifically the Parties commit to work collaboratively throughout the entirety of the Grant. The Parties agree to collect, analyze, and share data related to Housing, Neighborhood, and People (including, but not limited to, name, address and demographic information) with each other, as needed to evaluate the effectiveness of Choice Neighborhood Initiative (CNI) strategies and programs, and to generate thorough and accurate reports measured against CNI performance metrics for HUD on a quarterly and annual basis. In addition, the Parties agree to play specific roles in bringing their expertise to the Grant implementation and leveraging their capacity to the success of the Project as specified in the Grant application.

There is no direct cost to the City of entering into this Agreement because all of the City commitments to this project will be set forth in the HUD, CNI Grant Agreement if awarded.


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.

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](http://www.syr.gov.net)

Thank you for your attention regarding this matter.

  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

JAN 12 2022  
Date

**ORDINANCE AUTHORIZING MAYOR TO  
SUBMIT AN APPLICATION WITH THE UNITED  
STATES DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD) FOR THE  
FISCAL YEAR 2021 CHOICE NEIGHBORHOOD  
IMPLEMENTATION (CNI) GRANT FOR AN  
AMOUNT NOT TO EXCEED \$50,000,000 TO BE  
USED FOR CONNECTING THE NEW 15TH  
WARD TRANSFORMATION PLAN AND  
EXECUTE A CONTRACT OR WRITTEN  
INSTRUMENTS ASSOCIATED WITH THE  
GRANT AS NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application on behalf of the City of Syracuse to the United States Department of Housing and Urban Development for the Fiscal Year 2021 Choice Neighborhood Implementation (CNI) Grant in an amount not to exceed \$50,000,000.00. The Syracuse Housing Authority will be a co-applicant with the City for the CNI Grant; and

BE IT ORDAINED, if awarded the CNI Grant, the funds will be used for the execution of the Connecting the New 15th Ward Transformation Plan Project (hereinafter "the Project"), the goal of which is to reimagine the 118-acre neighborhood adjacent to the elevated viaduct of I-81 to create a mixed-use, mixed-income neighborhood where families, especially children, can thrive and have genuine opportunities for successful future. The Project will have three components: Housing, Neighborhood and People and the grant funding, if awarded, will be allocated to these components as follows:

- (1) 70% or \$35,000,000 of the HUD CNI grant funds would be used to redevelop significant portions of public housing, ensuring 1:1 replacement of 293 units within Pioneer Homes and McKinney Manor, and develop 313 new units of affordable and market-rate homes, for a

total of 606 newly constructed housing units. The 35,000,000 grant allocation towards housing is a grant threshold requirement.

(2) 15% or \$7,500,000 would be used for implementation of the Neighborhood Plan portion of the Project; and

(3) 15% or \$7,500,000 would be used for implementation of the People Plan portion of the Project.

; and

BE IT FURTHER ORDAINED, that should the City be awarded the grant it will commit to allocating a minimum of \$1,500,000 in Community Development Block Grant funds to support the Project footprint over the six (6) year grant performance period; and

BE IT FURTHER ORDAINED, that as part of its commitment to the successful implementation of the Project, the City of Syracuse is leveraging a total of \$29,991,528 in supportive project investments (including CDBG funds) into the Project footprint for the CNI grant application to promote racial equity, improved health and educational outcomes, and provide durable pathways for all families to achieve economic mobility through a coordinated, holistic approach based on quality and focused on sustainability. These commitments are sourced from Federal and State grants; the City's approved Fiscal Year 2021-2022 Budget, and the City's Fiscal Year 2022-2028 Capital Improvement Plan. The breakdown of the City's commitments to the project by Department are as follows:

- Department of Neighborhood and Business Development \$9,977,750
- Department of Parks, Recreation & Youth Programs \$300,000
- Department of Engineering \$5,375,000
- Department of Water \$1,800,000

- Department of Public Works \$1,681,380
- Department of Fire \$2,737,700
- Department of Police \$8,119,698

; and

BE IT FURTHER ORDAINED, that upon receipt of said grant, the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said application authorized herein, the Commissioner of Finance is authorized and directed to deposit the same in an appropriate account to be determined by him.



# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

**Commissioner**  
Michael Collins

**Deputy Commissioner  
of Business  
Development**  
Eric Ennis

January 7, 2022

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

**Re: Legislation Request – Authorization for City of Syracuse to Apply to and Enter Into Contract with U.S. Department of Housing & Urban Development, Choice Neighborhood Implementation Grant FY2021**

Dear Ms. McBride:

Please prepare legislation for the January 19, 2022 Common Council agenda ahead of the January 24, 2022 Common Council meeting authorizing the City of Syracuse to apply to and enter into contract with the U.S. Department of Housing & Urban Development (HUD) for the FY2021 Choice Neighborhood Implementation (CNI) Grant for \$50,000,000 to execute the Connecting the New 15th Ward Transformation Plan. The goal of the transformation plan is to reimagine the 118-acre neighborhood adjacent to the elevated viaduct of I-81 to create a mixed-use, mixed-income neighborhood where families — especially children — can thrive and have genuine opportunities for successful futures.

The City's application is in conjunction with the Syracuse Housing Authority as co-applicant, and is in partnership with the not-for-profit Blueprint 15, Inc., Syracuse City School District (SCSD), Urban Strategies, Inc. (USI), Urban Development Associates (UDA), and real estate development firm McCormack Baron Salazar (MBS). In collaboration with the above-mentioned partners, the \$50,000,000 in funding from HUD would allocate 70% or \$35,000,000 to redevelop significant portions of public housing, ensuring 1:1 replacement of 293 units within Pioneer Homes and McKinney Manor, and develop 313 new units of affordable and market-rate homes, for a total of 606 newly constructed housing units. The \$35,000,000 grant allocation toward housing is a grant threshold requirement.

The remaining \$15,000,000 is allocated to two (2) remaining pillars of the CNI: implementation of the "neighborhood plan" (15% or \$7,500,000) and the "people plan" (15% or \$7,500,000) as per stated grant thresholds. All work must be completed within the six-year grant period, estimated to take place

**Department of  
Neighborhood &  
Business Development**  
201 E Washington Street  
Suite 600  
Syracuse, NY 13202

Office 315 448 8100  
Fax 315 448 8036

[www.syr.gov.net](http://www.syr.gov.net)

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between September 2022 - September 2028.

As per the CNI grant application, the City is awarded two (2) points in its application by allocating a minimum of \$1,500,000 in total of Community Development Block Grant (CDBG) funds to the project footprint over the six year grant performance period (2022-2028). The City stands committed to allocating \$1,500,000 to support the Transformation Plan over the performance period should the City be awarded the CNI grant from HUD.

As part of our commitment to the successful implementation of the Transformation Plan, the City of Syracuse is leveraging a total of \$29,991,528 in supportive project investments (including CDBG funds) into the project footprint for the CNI grant application to promote racial equity, improved health and educational outcomes, and provide durable pathways for all families to achieve economic mobility through a coordinated, holistic approach based on quality and focused on sustainability. These commitments are sourced from federal and state grants; the City's approved FY 2021-2022 Budget, and the City's FY 2022-2028 Capital Improvement Plan.

Below you will find the list of City commitments to the project by Department:

- Department of Neighborhood & Business Development: \$9,977,750
- Department of Parks & Recreation: \$300,000
- Department of Engineering: \$5,375,000
- Department of Water: \$1,800,000
- Department of Public Works: \$1,681,380
- Department of Fire: \$2,737,700
- Department of Police: \$8,119,698

Please note that legislation is requested for the January 24, 2022 meeting for permission to apply for this funding.

If you have any questions, please feel free to reach me at (315) 448-8109 or [mcollins@syr.gov](mailto:mcollins@syr.gov).

Sincerely,



Michael Collins  
Commissioner

Cc: Sharon Owens, Deputy Mayor



**ORDINANCE AUTHORIZING THE  
APPROPRIATION OF \$250,000 OF THE  
AMERICAN RESCUE PLAN ACT OF 2021  
(ARPA) FUNDS RECEIVED BY THE CITY OF  
SYRACUSE TO PROVIDE FINANCIAL  
SUPPORT FOR THE “CITY AS CANVAS”  
PROGRAM AND AUTHORIZING AN  
AGREEMENT WITH TOMORROW’S  
NEIGHBORHOODS TODAY TO ADMINISTER  
THE PROGRAM IN COLLABORATION WITH  
THE SYRACUSE PUBLIC ART COMMISSION**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$250,000 of the American Rescue Plan Act of 2021 (ARPA) funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance; said funds are to be utilized to provide financial support for the “City as Canvas” Program. a Citywide mural and street art program that will provide Syracuse based artists with much needed work opportunities, engage city residents in the development and selection of neighborhood specific art installations and create an empowering visual landscape throughout the City of Syracuse, in the manner provided by law; and

BE IT FURTHER ORDAINED, that the “City as Canvas” Program will be administered by Tomorrow’s Neighborhoods Today in collaboration with the Syracuse Public Art Commission. The Program is targeted specifically to local artists who can demonstrate a negative economic impact due to the Covid-19 Pandemic. All materials, supplies and equipment will be provided by Syracuse based vendors; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute an agreement with Tomorrow’s Neighborhoods Today. to administer the \$250,000 in ARPA funds for the “City as Canvas” Program on behalf of the City of Syracuse; and

BE IT FURTHER ORDAINED, that the agreement shall be subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that upon execution of the aforementioned agreement, the ARPA funds will be expended, subject to the approval of the Commissioner of Finance.



# DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney  
Assistant Director

January 7, 2022

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

Re: Request to Appropriate American Rescue Plan Act Funds for *City as Canvas* program

Dear Ms. McBride:

Please prepare legislation for the January 24, 2022 meeting of the Syracuse Common Council to appropriate \$250,000.00 of American Rescue Plan Act (ARPA) funds in support of the *City as Canvas* program.

*City as Canvas* is a citywide mural and street art program that will provide Syracuse-based artists with much needed work opportunities, engage city residents in the development and selection of neighborhood-specific art installations, and create an empowering visual landscape throughout the City of Syracuse. During the COVID-19 pandemic, artists were among the professions hardest hit economically as arts venues closed and many sources of funding for the visual arts diminished. Many artists in Syracuse lost commissions or were unable to show/sell their works. The *City as Canvas* program is targeted specifically to local artists who can demonstrate a negative economic impact due to the COVID-19 pandemic. All materials, supplies and equipment will be provided by Syracuse-based vendors. The program will be administered by Tomorrow's Neighborhoods Today (TNT) in collaboration with the Syracuse Public Art Commission.

This legislation would appropriate \$250,000.000 ARPA funds toward the *City as Canvas* program. The funds will be placed in an account to be designated by the Commissioner of Finance.

Please contact me at 448-8108 or [kauwaarter@syrgov.net](mailto:kauwaarter@syrgov.net) with any questions.

Sincerely,

Owen Kerney,  
Assistant Director

Division of City Planning  
201 E. Washington St.  
City Hall Commons,  
Room 512  
Syracuse, N.Y. 13202

Office 315 448 8160

[www.syrgov.net](http://www.syrgov.net)

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget *TR*  
**DATE:** January 7, 2022  
**SUBJECT:** Appropriation of Funds – City as Canvas Program

---

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

On behalf of the Division of Planning, I am requesting to appropriate funds in an amount not to exceed \$250,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance in support of the City as Canvas program.

City as Canvas is a citywide mural and street art program that will provide Syracuse-based artists with much needed work opportunities, engage city residents in the development and selection of neighborhood-specific art installations, and create an empowering visual landscape through the City of Syracuse. During the COVID-19 pandemic, artists were among the professions hardest hit economically as arts venues closed and many sources of funding for the visual arts diminished. Many artists in Syracuse lost commissions or were unable to show/sell their works. The City as Canvas program is targeted specifically to local artists who can demonstrate a negative economic impact due to the COVID-19 pandemic. All materials, supplies and equipment will be provided by Syracuse-based vendors. The program will be administered by Tomorrow's Neighborhoods Today (TNT) in collaboration with the Syracuse Public Art Commission.

This legislation would appropriate \$250,000 ARPA funds toward the City as Canvas program. The funds will be placed in an account to be 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

Date JAN 12 2022

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](http://www.syr.gov.net)

**BOND ORDINANCE OF THE CITY OF  
SYRACUSE AUTHORIZING THE ISSUANCE  
AND SALE OF BONDS IN THE AMOUNT OF  
THIRTY THOUSAND DOLLARS (\$30,000.00) TO  
DEFRAY THE COST AND EXPENSE OF THE  
DEPARTMENT OF PUBLIC WORKS 2021/2022  
RADAR SIGN PROGRAM**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the 2021/2022 Department of Public Works Radar Sign Program which calls for the purchase and installation in School Zones of new stationary equipment, which shall include but not be limited to mobile speed trailers and variable message boards and stationary radar speed signs that will be utilized with existing School Zone beacons and posted speed reductions, at a cost not to exceed Thirty Thousand Dollars (\$30,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Thirty Thousand Dollars (\$30,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Thirty Thousand Dollars (\$30,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 35 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City.

All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this

ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.



Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE PURCHASE  
AND INSTALLATION OF NEW STATIONARY  
EQUIPMENT TO BE PLACED IN SCHOOL  
ZONES AS PART OF THE DEPARTMENT OF  
PUBLIC WORKS 2021/2022 RADAR SIGN  
PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the purchase and installation of new stationary equipment in School Zones as part of the Department of Public Works 2021/2022 Radar Sign Program at a total cost not to exceed \$30,000.00; the equipment shall include but not be limited to mobile speed trailers and variable message boards and stationary radar speed signs that will be utilized with existing School Zone beacons and posted speed reductions; and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; charging the cost thereof to proceeds of the sale of bonds in the amount of \$30,000.00 authorized contemporaneously herewith by ordinance of this Common Council.

23-24



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

January 7, 2022

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

Re: **2021/2022 Radar Sign Program**

Dear Ms. McBride:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2021/2022 Radar Sign Program at a cost not to exceed \$30,000
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Radar Sign Program at a cost not to exceed \$30,000

These funds will be used to purchase and install new stationary equipment in School Zones. Mobile speed trailers and variable message boards will be used as spot enforcement tools in conjunction with public feedback. Stationary radar speed signs will be utilized with existing School Zone beacons and posted speed reductions. The use of this equipment allows the collection of traffic data and has shown to reduce vehicle speeds when in use.

Funds are not to exceed \$30,000 and should be deposited into a Department of Public Works capital account to be determined by the Commissioner of Finance.

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

Office 315 448-2489  
Fax 315 448-8531

[www.syrgov.net](http://www.syrgov.net)

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

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9



City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECT**

Date: 01/07/22	Department: Public Works
Project Name: Radar Sign Program	
Project Cost: \$30,000	
Contact Name: Neil Milcarek-Burke	
<b>Project Description:</b> The Department of Public works and the Syracuse Police Department have developed a program to share existing mobile radar speed equipment and to purchase and install new stationary equipment in School Zones. Mobile speed trailers and variable message boards will be used as spot enforcement tools in conjunction with public feedback. Stationary radar speed signs will be utilized with existing School Zone beacons and posted speed reductions. The use of this equipment allows the collection of traffic data and has shown to reduce vehicle speeds when in use.	

<b><u>Projected Time Line &amp; Funding Source(s)</u></b>	
Estimated Start Date:	Estimated Completion Date:
<b><u>Funding Source:</u></b>	<b><u>Dollar Amount:</u></b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	30,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	\$ 30,000

<b><u>Estimated Project Borrowing Timeline</u></b>		
Year	Fiscal Year	Estimated Amount to Borrow
1	2022	\$30,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 30,000

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y: Yes X NO

Director of Administration:

Director of Management & Budget:

Commissioner of Finance:

Date: 12 Jan 22

Date: 1-10-22

Date: 1/11/22

**BOND ORDINANCE OF THE CITY OF  
SYRACUSE AUTHORIZING THE ISSUANCE  
AND SALE OF BONDS IN THE AMOUNT OF  
TWO HUNDRED FIFTY THOUSAND DOLLARS  
(\$250,000.00) TO DEFRAY THE COST AND  
EXPENSE OF THE DEPARTMENT OF PUBLIC  
WORKS 2021/2022 INTERSTATE LIGHTING  
UPGRADES PROGRAM**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Department of Public Works 2021/2022 Interstate Lighting Upgrades Program to address I-690 and I-81 lighting issues including but not limited to underground power issues, pole and light replacements and any traffic control procedures, at a cost not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Hundred Fifty Thousand Dollars (\$250,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 35 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City.

All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this

ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.



Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE  
ENGINEERING SERVICES AND  
CONSTRUCTION NEEDED FOR THE  
DEPARTMENT OF PUBLIC WORKS  
2021/2022 INTERSTATE LIGHTING  
UPGRADES PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the Department of Public Works 2021/2022 Interstate Lighting Upgrades Program at a total cost not to exceed \$250,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$250,000.00 authorized contemporaneously herewith by ordinance of this Common Council.

25-26



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

January 7, 2022

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

Re: **2021/2022 Interstate Lighting Upgrades Program**

Dear Ms. McBride:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2021/2022 Interstate Lighting Upgrades Program at a cost not to exceed \$250,000
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Interstate Lighting Upgrades Program at a cost not to exceed \$250,000

These funds will be used to address I-690 and I-81 lighting issues; this includes underground power issues, pole and light replacements and any traffic control procedures.

Funds are not to exceed \$250,000 and should be deposited into a Department of Public Works capital account to be determined by the Commissioner of Finance.

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

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	01/07/22	Department:	Public Works
Project Name:	Interstate Lighting Upgrades		
Project Cost:	\$250,000		
Contact Name:	Ken Towsley		
Project Description:	This Project would address any underground power issues along I-690 and I-81. This includes on and off ramps. During this process, multiple trucks, lane closures and safety precautions will need to be met. This work would be contracted out.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date:	Estimated Completion Date:
<b>Funding Source:</b>	<b>Dollar Amount:</b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	250,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	\$ 250,000

**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	\$250,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 250,000

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y: Yes X NO

Director of Administration: [Signature]

Date: 12 Jan 22

Director of Management & Budget: [Signature]

Date: 1-10-22

Commissioner of Finance: [Signature]

Date: 1/11/22

Ordinance No.

2022

**BOND ORDINANCE OF THE CITY OF  
SYRACUSE AUTHORIZING THE ISSUANCE  
AND SALE OF BONDS IN THE AMOUNT OF  
FOUR HUNDRED THOUSAND DOLLARS  
(\$400,000.00) TO DEFRAY THE COST AND  
EXPENSE OF THE DEPARTMENT OF PUBLIC  
WORKS 2021/2022 SOUTH GEDDES STREET  
SAFETY PROGRAM**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Department of Public Works 2021/2022 South Geddes Street Safety Program to address the significant safety issues for non-motorists along South Geddes Street, near Fayette Street West and Erie Boulevard West, at a cost not to exceed Four Hundred Thousand Dollars (\$400,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Four Hundred Thousand Dollars (\$400,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Four Hundred Thousand Dollars (\$400,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 20 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is fifteen (15) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City.

All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this

ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.



Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE  
ENGINEERING SERVICES AND  
CONSTRUCTION NEEDED FOR THE  
DEPARTMENT OF PUBLIC WORKS  
2021/2022 SOUTH GEDDES SAFETY  
PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the Department of Public Works 2021/2022 South Geddes Safety Program at a total cost not to exceed \$400,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$400,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



27-28

# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

January 4, 2022

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

Re: **2021/2022 South Geddes Safety Program**

Dear Ms. McBride:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2021/2022 South Geddes Safety Program at a cost not to exceed \$400,000
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 South Geddes Safety Program at a cost not to exceed \$400,000

These funds will be used to address the significant safety issues for non-motorists along South Geddes Street, near Fayette Street West, and Erie Boulevard West. This project will make use of the existing research and public outreach completed by the Syracuse Metropolitan Transportation Council on the City's behalf in 2019/2020.

Funds are not to exceed \$400,000 and should be deposited into a Department of Public Works capital account to be determined by the Commissioner of Finance.

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

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	01/04/22	Department:	Public Works
Project Name:	South Geddes Safety Improvements		
Project Cost:	\$400,000		
Contact Name:	Jenna Vendetti		
Project Description:	<p>The South Geddes Safety Improvements project will address the significant safety issues for non-motorists along South Geddes Street, near Fayette Street West, and Erie Boulevard West. This project will make use of the existing research and public outreach completed by the Syracuse Metropolitan Transportation Council on the City's behalf in '19/'20. The project is intended to provide critical updates to hazardous areas in a limited/target fashion to improve safety in the immediate term</p>		

**Projected Time Line & Funding Source(s)**

Estimated Start Date:	Estimated Completion Date:
<b>Funding Source:</b>	<b>Dollar Amount:</b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	400,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	\$ 400,000

**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	\$400,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 400,000

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y: Yes X NO

Director of Administration: \_\_\_\_\_

Date: 12 Jan 22

Director of Management & Budget: \_\_\_\_\_

Date: 1-10-22

Commissioner of Finance: \_\_\_\_\_

Date: 1/11/22

Ordinance No.

2022

**ORDINANCE RESCINDING ORDINANCE NO.  
351 OF 2021 RELATIVE TO AUTHORIZING THE  
ISSUANCE AND SALE OF BONDS IN THE  
AMOUNT OF SIX HUNDRED SEVENTY-SEVEN  
THOUSAND DOLLARS (\$677,000.00) TO  
DEFRAY THE COST AND EXPENSE OF THE  
DEPARTMENT OF PUBLIC WORKS 2021/2022  
PARKING GARAGE REHABILITATION  
PROGRAM**

BE IT ORDAINED, that Ordinance No. 351-2021 adopted by this Council on June 21, 2021, authorizing the issuance and sale of bonds in the amount of six hundred seventy-seven thousand dollars (\$677,00.00) to defray the cost and expense of the Department of Public Works 2021/2022 Parking Garage Rehabilitation Program, be and is hereby rescinded.

**BOND ORDINANCE OF THE CITY OF  
SYRACUSE AUTHORIZING THE ISSUANCE  
AND SALE OF BONDS IN THE AMOUNT OF  
ONE MILLION DOLLARS (\$1,000,000.00) TO  
DEFRAY THE COST AND EXPENSE OF THE  
DEPARTMENT OF PUBLIC WORKS 2021/2022  
PARKING GARAGE REHABILITATION  
PROGRAM**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the engineering and construction needed to make structural and other repairs to City owned parking garages to ensure safety and structural integrity that will be completed as part of the Department of Public Works 2021/2022 Parking Garage Rehabilitation Program, at a cost not to exceed One Million Dollars (\$1,000,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Million Dollars (\$1,000,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of One Million Dollars (\$1,000,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 35 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City.

All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this



ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE  
ENGINEERING SERVICES AND  
CONSTRUCTION NEEDED FOR THE  
DEPARTMENT OF PUBLIC WORKS  
2021/2022 PARKING GARAGE  
REHABILITATION PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the Department of Public Works 2021/2022 Parking Garage Rehabilitation Program at a total cost not to exceed \$1,000,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$1,000,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

January 4, 2022

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

Re: **2021/2022 Parking Garage Rehabilitation Program**

Dear Ms. McBride:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2021/2022 Parking Garage Rehabilitation Program at a cost not to exceed \$1,000,000
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Parking Garage Rehabilitation Program at a cost not to exceed \$1,000,000

These funds will be used for engineering services and construction needed to make structural and other repairs to City-owned parking garages to ensure safety and structural integrity. Funds are not to exceed \$1,000,000 and should be deposited into a Department of Public Works capital account to be determined by the Commissioner of Finance.

Please rescind Ordinance #351-2021, ARPA funds were used instead.

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](http://www.syr.gov.net)



City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECT**

Date:	01/04/22	Department:	Public Works
Project Name:	Parking Garage Rehabilitation Program		
Project Cost:	\$1,000,000		
Contact Name:	Jenna Vendetti		
Project Description:	The funds will be used for engineering services and construction needed to make structural and other repairs to City-owned parking garages to ensure safety and structural integrity		

**Projected Time Line & Funding Source(s)**

Estimated Start Date:	Estimated Completion Date:
<b><u>Funding Source:</u></b>	<b><u>Dollar Amount:</u></b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	1,000,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	\$ 1,000,000

**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	\$1,000,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 1,000,000

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y: Yes X: NO

Director of Administration: [Signature]

Director of Management & Budget: [Signature]

Commissioner of Finance: [Signature]

Date: 12 JAN 22

Date: 1-10-22

Date: 1/11/22

**ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE LINING OF A 10" COMBINED SEWER MAIN AND TWO (2) SEWER MANHOLES AND THE REPLACEMENT OF THEIR FRAMES AND COVERS THAT ARE BEING INSTALLED AT THE INTERSECTION OF EAST WILLOW STREET AND PROSPECT AVENUE BY ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC., THE OWNER OF THE ST. JOSEPH'S WOMEN SERVICES BUILDING PROJECT (609 NORTH TOWNSEND STREET) IN ORDER TO COMPLY WITH ONONDAGA COUNTY'S 1:1 OFFSET REQUIREMENT (LOCAL LAW NO. 1-2011), AT NO COST TO THE CITY**

WHEREAS, St. Joseph's Health Center Properties, Inc., the owner of the St. Joseph's Women Services Building project at 609 North Townsend Street, Syracuse, New York has requested that the City of Syracuse accept, own and maintain the lining of a 10" Combined Sewer Main and two (2) sewer manholes and the replacement frames and covers which shall be located at the intersection of East Willow Street and Prospect Avenue as designated by the City Engineer in order to comply with the Onondaga County's 1:1 offset requirement (Local Law No. 1-2011); and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the Office of the City Engineer 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 City Engineer that this Common Council authorizes permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by St.

Joseph's Health Center Properties, Inc., the owner of the St. Joseph's Women's Services Building Project, as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for St. Joseph's Health Center Properties, Inc.. by Appel Osborne Landscape Architecture and titled "Sanitary Offset Plan", dated November 03, 2021, subject to the following conditions:

1. ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 10" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers at the intersection of East Willow Street & Prospect Avenue which are the subjects of this action.
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.** ST. JOSEPH'S HEALTH CENTER PROPERTIES, 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 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.
5. That all ordinances, rules and regulations of the City and its departments shall be complied with at all times, including the Building Code of the City of Syracuse.
6. The Work shall be subject to the street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.

7. 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.
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 ST. JOSEPH'S HEALTH CENTER PROPERTIES, 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, ST. JOSEPH'S HEALTH CENTER PROPERTIES, 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.
10. That ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC., its successors, assigns, and agents shall obtain and keep in force for the duration of this ordinance, 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 from the policy confirming that the City of Syracuse is an additional insured shall be submitted to the Department of Engineering, 233 E. Washington Street, Room 401 City Hall, Syracuse, New York 13202.
11. That ST. JOSEPH'S HEALTH CENTER PROPERTIES, 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 CIP lining and spot repairs and associated improvements in said streets 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.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC.
13. 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.
14. 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 ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC.

15. ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. shall follow all weather and seasonal limitations per City/NYSDOT specifications for all construction in the City R.O.W.. 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 rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 10" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. shall provide full-time consultant engineering inspection during the lining of the 10" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 10" combined sewer main and two sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, 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 and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. shall warranty the same for one (1) year from the date of acceptance.
21. Failure or refusal of the ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the St. Joseph's Women Services Building Project located at 609 North Townsend Street until the work is complete.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

10 January 2022

**Mary E. Robison, PE**  
City Engineer

**John Kivlehan**  
Design and Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping and  
Surveying

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

**Re: Legislation Request – Accept the Lining of an 10" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers at the intersection of East Willow Street & Prospect Avenue by ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC., the owner of the St. Joseph's Women Services Building Project (609 North Townsend Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers at the intersection of East Willow Street & Prospect Avenue is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).**

Dear Ms. McBride:

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

An Ordinance authorizing the City of Syracuse to Accept the Lining of an 10" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers at the intersection of East Willow Street & Prospect Avenue by ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC., the owner of the St. Joseph's Women Services Building Project (609 North Townsend Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers at the intersection of East Willow Street & Prospect Avenue is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

This department has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the City Engineers office are to the benefit of the public use of the streets. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept, own and maintain the above described infrastructure improvements constructed in the City Right of Way's by ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for ST. JOSEPH'S HEALTH CENTER PROPERTIES, INC. by Appel Osborne Landscape Architecture and titled "Sanitary Offset Plan", dated November 03, 2021.

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 10" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers at the intersection of East Willow Street & Prospect Avenue which are the subjects of this action.

**Department 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](http://www.syr.gov.net)

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**Legislation Request – St. Joseph’s Women Services Building Project  
(610 North Townsend Street)**

10 January 2022

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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.** ST. JOSEPH’S HEALTH CENTER PROPERTIES, 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 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.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. 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 shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. 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.
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 ST. JOSEPH’S HEALTH CENTER PROPERTIES, 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, ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC., or its

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**Legislation Request – St. Joseph’s Women Services Building Project  
(610 North Townsend Street)**

10 January 2022

Page 3

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.

10. That ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC., its successors, assigns, and agents shall obtain and keep in force for the duration of this ordinance, 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 shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
11. That ST. JOSEPH’S HEALTH CENTER PROPERTIES, 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 CIP lining and spot repairs and associated improvements in said streets 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.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC.
13. 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.
14. 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 ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC.
15. Follow all weather and seasonal limitations per City/NYSDOT specifications for all construction in the City R.O.W.. 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 rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 10” Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.

**Legislation Request – St. Joseph’s Women Services Building Project  
(610 North Townsend Street)**

10 January 2022  
Page 4

16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI’s etc. related to the work of this approval.
18. ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC. shall provide full-time consultant engineering inspection during the lining of the 10” combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 10” combined sewer main and two sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City’s R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, 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 and approval prior to the City’s acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC. shall warranty the same for one (1) year from the date of acceptance.
21. Failure or refusal of the ST. JOSEPH’S HEALTH CENTER PROPERTIES, INC. to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the St. Joseph’s Women Services Building Project located at 609 North Townsend Street until the work is complete.

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 THE CURED IN PLACE  
(CIP) SEWER PIPE LINING OF THE 10" SEWER  
MAIN WHICH RUNS PARALLEL TO  
ONONDAGA CREEK BETWEEN KIRKPATRICK  
STREET AND SPENCER STREET FROM THE  
ONONDAGA COUNTY DEPARTMENT OF  
WATER ENVIRONMENT PROTECTION WHO  
ARE COMPLETING THE PROJECT AT NO  
COST TO THE CITY**

WHEREAS, the Onondaga County Department of Water Environment Protection is requesting that the City accept the cured in place (CIP) sewer pipe lining of the 10" sewer main which runs parallel to Onondaga Creek between Kirkpatrick Street and Spencer Street at no cost to the City; and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the acceptance of the CIP lining described in the plans and specifications on file on file at the City Engineers office are to the benefit of the public and is in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the City to accept the to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by Onondaga County Department of Water Environment Protection, as shown on the plans as forwarded to the Department of Engineering prepared by Onondaga County Department of Water Environment Protection subject to the following conditions:

1. The Onondaga County Department of Water Environment Protection shall construct, without cost to the City, in accordance with the plans & specifications, submitted and on file with the Office of the City Engineer, the CIP lining of the 10" sewer main which runs

parallel to the Onondaga Creek between Kirkpatrick Street and Spencer Street which are the subjects of this action.

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.** The Onondaga County Department of Water Environment Protection 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 thirty (30) days after the Department of Public Works has determined that the project is complete. If this information is not received, the Onondaga County Department of Water Environment Protection will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That the Onondaga County Department of Water Environment Protection, 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 the terms and conditions of this ordinance.
4. 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.
5. That the Onondaga County Department of Water Environment Protection 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 CIP lining and associated improvements in said location 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.
6. That the Onondaga County Department of Water Environment Protection, 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.
7. That all ordinances, rules and regulations of the City and its departments shall be complied with at all times, including the Building Code of the City of Syracuse.

8. The work shall be subject to the liability waiver process administered by the Commissioner of Public Works and any other standard permitting processes that exist.
9. That the City Engineer, the Commissioner of Water 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, the Commissioner of Water and the Commissioner of Public Works.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with the plans and specifications prepared by the Onondaga County Department of Water Environment Protection 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 the Onondaga County Department of Water Environment Protection shall adequately and properly protect any existing underground utilities and monuments located within or near said installation. If any such property or facilities are interfered with or damaged, Onondaga County Department of Water Environment Protection, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer, 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 City Engineer.
12. That the Onondaga County Department of Water Environment Protection, its successors, assigns, and agents shall obtain and keep in force until 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 and/or proof of self-insurance shall be submitted to the Department of Engineering, 233 E Washington Street, Room 401 City Hall, Syracuse, New York 13202.
13. The Onondaga County Department of Water Environment Protection shall cause any insurance provided by a contractor working on this Project, to also name the City as an additional insured.
14. That the Onondaga County Department of Water Environment Protection, its successors, assigns, and agents shall agree that the City, acting through its City Engineer, Commissioner of Public Works, and Commissioner of Water shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Onondaga County Department of Water Environment Protection, which are necessary to ensure that the excavation of the said location does not damage or impair City utilities.
15. 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 and specifications prepared by the Onondaga County Department of



Water Environment Protection or to the extent of the work involved in accommodating any existing utility or facility located within the City rights-of-way/easement. Any coordination with the various utility operators, private and/or public, is the responsibility of the Onondaga County Department of Water Environment Protection.

16. 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.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and the Onondaga County Department of Water Environment Protection.
18. The City shall provide reasonable advance notice to the Onondaga County Department of Water Environment Protection of any defective workmanship related to the Sewer Lining. The City reserves the right to reject any and all materials, workmanship of the CIP lining and spot repairs and associated improvements at any time during construction.
19. Prior to acceptance of any construction to be handed over to the City, the Onondaga County Department of Water Environment Protection and their contractor shall provide the City with copies of the pre and post TV inspection of the lining operation, as well as all reports, plans, material submittals and similar. The contractor shall then complete any items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and that the Onondaga County Department of Water Environment Protection shall warranty the same for one (1) year from the date of acceptance by the City of Syracuse.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

33

11 January 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  
233 E. Washington Street, Room 231  
Syracuse, N.Y. 13202

**Request for Legislation – Accept the Cured-in-Place (CIP) Sewer Pipe Lining of the 10" sewer main which runs parallel to the Onondaga Creek between Kirkpatrick Street and Spencer Street to be completed at No Cost to the City by Onondaga County Department of Water Environment Protection.**

Dear Ms. McBride:

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

An Ordinance authorizing the City of Syracuse to Accept the Cured-in-Place (CIP) Sewer Pipe Lining of the 10" sewer main which runs parallel to the Onondaga Creek between Kirkpatrick Street and Spencer Street to be completed at No Cost to the City by Onondaga County Department of Water Environment Protection.

This department has reviewed, coordinated with other City departments and is of the opinion that the CIP lining described in the plans and specifications on file at the City Engineers office are to the benefit of the public. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by Onondaga County Department of Water Environment Protection, as shown on the plans as forwarded to the Department of Engineering prepared by Onondaga County Department of Water Environment Protection.

1. Onondaga County Department of Water Environment Protection shall construct, without cost to the City, in accordance with the plans & specifications, the CIP lining of the 10" sewer main which runs parallel to the Onondaga Creek between Kirkpatrick Street and Spencer Street which are the subjects of this action.
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.** Onondaga County Department of Water Environment Protection 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

**Department 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](http://www.syr.gov.net)

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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 thirty (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 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 Onondaga County Department of Water Environment Protection 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 CIP lining and associated improvements in said location 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.
5. That Onondaga County Department of Water Environment Protection, 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 time be complied with including the Building Code of the City of Syracuse.
7. The work shall be subject to the liability waiver process administered by the Commissioner of Public Works and any other standard permitting processes that exist.
8. That the City Engineer, the Commissioner of Water 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, the Commissioner of Water and the Commissioner of Public Works.
9. All work shall be done in a skillful manner with reasonable dispatch and in accordance with the plans and specifications prepared by Onondaga County Department of Water Environment Protection 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.

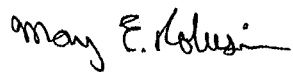
10. That Onondaga County Department of Water Environment Protection shall adequately and properly protect any existing underground utilities and monuments located within or near said installation. If any such property or facilities are interfered with or damaged, Onondaga County Department of Water Environment Protection, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer, 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 City Engineer.
11. That Onondaga County Department of Water Environment Protection, its successors, assigns, and agents shall obtain and keep in force until 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 shall be submitted to the Department of Engineering, 233 E Washington Street, Room 401 City Hall, Syracuse, New York 13202.
12. That Onondaga County Department of Water Environment Protection, its successors, assigns, and agents shall agree that the City, acting through its City Engineer, Commissioner of Public Works, and Commissioner of Water shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Onondaga County Department of Water Environment Protection, which are necessary to ensure that the excavation of the said location does not damage or impair City utilities.
13. 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 and specifications prepared by Onondaga County Department of Water Environment Protection or to the extent of the work involved in accommodating any existing utility or facility located within the City rights-of-way/easement. Any coordination with the various utility operators, private and/or public, is the responsibility of Onondaga County Department of Water Environment Protection.
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.
15. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Onondaga County Department of Water Environment Protection.
16. The City shall provide reasonable advance notice to Onondaga County Department of Water Environment Protection of any defective workmanship related to the Sewer Lining. The City reserves the right to reject any and all materials, workmanship of the CIP lining and spot repairs and associated improvements at any time during construction.
17. Prior to acceptance of any construction to be handed over to the City, OCDWEP & their contractor shall provide the City with copies of the pre and post TV inspection of the lining operation, as well

as all reports, plans, material submittals and similar. The contractor shall then complete any items on the punch list.

18. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and that Onondaga County Department of Water Environment Protection shall warranty the same for one (1) year from the date of acceptance by the City of Syracuse.

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary E. Robison".

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

Ordinance No.

2022

**ORDINANCE AMENDING ORDINANCE  
NO. 651-2021 AUTHORIZING THE CITY OF  
SYRACUSE TO ACCEPT THE RELOCATION  
AND RECONSTRUCTION OF AN 18”  
COMBINED SEWER D/B/A NATIONAL GRID  
LOCATED IN THE FORMER TEMPLE STREET  
RIGHT OF WAY AND NOW PART OF 900-940  
CLINTON STREET, SYRACUSE NEW YORK  
(TAX MAP NO. 096.-08-03.0) AND ACCEPT AN  
EASEMENT FOR THE OPERATION,  
MAINTENANCE & REPAIR OF SAID  
COMBINED SEWER MAIN AND  
APPURTENANCES FROM NIAGARA MOHAWK  
POWER CORPORATION D/B/A NATIONAL  
GRID**

BE IT ORDAINED, that Ordinance No. 651-2021 is hereby amended to read as follows:

WHEREAS, Niagara Mohawk Power Corporation d/b/a National Grid (National Grid) is requesting that the City accept the relocation and reconstruction of an 18” Combined Sewer Main and Associated Appurtenances located in the Former Temple Street Right of Way and now part of 900-940 Clinton Street (Tax Map Parcel No. 096.-08-03.0) at no cost to the City, in order to facilitate expanding and improving the electrical transformer station located on the subject parcel, owned by National Grid and that the City accept an easement for the operation, maintenance and repair of said combined sewer main and appurtenances from National Grid; and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the acceptance of the constructed combined sewer main and appurtenances described in the plans and specifications on file at our office and acceptance of an easement for the operation maintenance and repair of said combined sewer main is in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the City to accept the sewer main and appurtenances as constructed by National Grid in **Tax Map Parcel 096.-08-03.0** (access & maintenance easement to be conveyed) as shown on the plans as forwarded to the Department of Engineering prepared for National Grid by GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers, dated March 15, 2021, Revision No. 3, titled "*National Grid Tempe Street Sanitary Relocation, 600-20 Clinton St., & Taylor St.*", subject to the following conditions:

1. National Grid shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works and the Commissioner of the combined sewer main and appurtenances which are the subjects of this action.
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 Coordinates, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** National Grid 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, National Grid will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. 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.
4. 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.
5. The Work shall be subject to the street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
6. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time (minimum of one week) 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.

7. 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.
8. During the performance of the Work, National Grid shall adequately and properly protect any existing underground facilities located within or near said installation. If during the performance of the Work, any such property or facilities are interfered with or damaged, National Grid 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 the Work, said modifications shall be made as directed by the City Engineer.
9. National Grid shall cause any insurance provided by its contractors working on the sewer relocation project, to also name the City as an additional insured. National Grid agrees to require of its prime general contractor a Comprehensive General Liability Insurance policy naming National Grid as an additional insured and naming the City as an additional insured with minimum limits of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage with an excess umbrella policy having a limit of not less than Four Million Dollars (\$4,000,000.00). In addition, National Grid shall require the contractors to maintain workers compensation insurance.
10. National Grid shall at all times defend, indemnify, and save harmless the City of Syracuse, its officers and servants from and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may arise out of or in connection with National Grid's and its agents' performance of the Work associated with the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way and now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street), including but not limited to costs, damages, and expenses incurred by the City by reason of 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 the Work is to be performed.
11. National Grid shall meet the following as set by the City Engineer.
  - a. **Provide full time consultant construction inspection during the construction of the sewer. Construction reports to be provided to the City.**
  - b. The Consultant Inspector shall have experience in sewer construction and general reconstruction in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction and inspection documentation, including but not limited to, shop drawings, 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 and approval prior to the City's acceptance of the work.
- c. TV all completed sewer lines and provide copies of the TV to the City for review.
  - d. Mandrel test each segment of sewer line, testing to be observed by a qualified Engineer and a report of the testing to be delivered to the City.
  - e. Correct any deficiencies in the construction as identified by the City to the satisfaction of the City.
  - f. All sewers shall be cleaned before handing over to the City.
12. National Grid shall address any deviations noted between the as-built plans/design plans to the satisfaction of the City without exception for the sewer main.
13. National Grid shall provide indemnification from GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers as there is no contractual design agreement between the City of Syracuse and the Engineer of Record GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers for the design of the sewer.
14. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, receipt of acceptable record drawings and recording of all easements, including the easement to be transferred from OCIDA to the City, which is further described in Paragraph "23" below, said combined sewer and all rights and interests thereto shall pass to and become the property of the City of Syracuse. The City shall provide National Grid with written confirmation as to the date of acceptance of the above described sewer main and appurtenances by the City.
15. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and that National Grid shall warranty the same for one (1) year from the date of acceptance by the City of Syracuse.
16. The acceptance of the dedication of an easement to the City of Syracuse for the operation, maintenance & repair of the above described combined sewer mains and described as follows:

**Exhibit "B" Description  
Easement to the City of Syracuse  
To Relocate a Sewer Line**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Syracuse, County of Onondaga, State of New York, and being part of Blocks 157, 160D and Temple Street and more particularly bounded and described as follows:

Beginning at a point along the easterly bounds of Oneida Street at the division line of the lands conveyed to Sycamore Holding, LLC by deed recorded in the Onondaga County Clerk's Office in Liber 4784 of the book of deeds at page 44 on the north and lands conveyed to Niagara Mohawk Power Corporation by multiple deeds recorded in the Onondaga County Clerk's Office in Liber 2241 of the book of deeds at page 259, Liber

2241 of the book of deeds at page 268, Liber 2249 of the book of deeds at page 153, Liber 2375 of the book of deeds at page 376 and Liber 2403 of the book of deeds at page 1171 on the south; Thence N72°37'43"E, passing over an iron pipe found 0.86 feet along said division line a distance of 132.00 feet to a point; Thence N72°37'43"E, through said lands of Niagara Mohawk Power Corporation a distance of 22.00 feet to a point on a division line of the lands conveyed to Onondaga County Industrial Development Agency by deed recorded in the Onondaga County Clerk's Office in Liber 3742 of the book of deeds at page 257 on the north and said lands of Niagara Mohawk Power Corporation on the south; Thence continuing along the last mentioned division line the following three (3) courses and distances: 1) N72°37'43"E a distance of 32.00 feet to a point marked by an iron pipe, 2) S17°21'29"E, a distance of 164.99 feet to a point and 3) N72°37'43"E, a distance of 1.93 feet to a point, Thence S60°45'17"E, through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to be constructed a distance of 37.64 feet to a point along the last mentioned division line, Thence along the last mentioned division line the following three (3) courses and distances: 1) S33°15'30"E, a distance of 17.55 feet to a point, 2) S60°45'28"E, a distance of 32.00 feet to a point and 7) N74°02'58"E, a distance of 11.42 feet to a point; Thence N74°02'58"E, through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to be constructed a distance of 1.63 feet to a point along the westerly bounds of Clinton Street; Thence S12°45'28"E, continuing along said westerly bounds of Clinton Street on the east and said lands of Niagara Mohawk Power Corporation on the west a distance of 23.51 feet; Thence through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet southwesterly of and parallel to a sanitary sewer to be constructed the following four (4) courses and distances: 1) N75°49'29"W, a distance of 9.72 feet to a point, 2) N60°45'17"W, a distance of 112.01 feet to a point, 3) N17°21'29"W, a distance of 150.90 feet to a point and 4) S72°37'43"W, a distance of 166.00 feet to the easterly bounds of Oneida Street; Thence N17°21'29"W, continuing along said easterly bounds of Oneida Street on the west and said lands of Niagara Mohawk Power Corporation on the east a distance of 20.00 feet to the point of beginning, containing 0.195 acre of land more or less.

The above described premise being shown on a map prepared by Niagara Mohawk Power Corporation on 9/24/2021 entitled Exhibit "C" Easement to be granted to the City of Syracuse by Niagara Mohawk Power Corporation being part of Blocks 157, 160D and Temple Street", having a Drawing No. D-76846-C intended to be filed herewith. **Map is attached to this request.**

17. That the City of Syracuse (Grantee) shall pay National Grid (Grantor) in consideration One Dollar (\$1.00); all other costs to be borne by the Grantor.
18. National Grid grants the above described easement to the City of Syracuse for the purpose of repairing, operating and maintaining on, in, over, under and across said parcels of land, any and all necessary Sewer Facilities and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

19. National Grid shall record said right of way and easements with Map, Legal description and monuments with the County of Onondaga, State of New York, subject to approval by the City Engineer and the Commissioner of Public Works. National Grid shall install fourteen (14) new monuments by a licensed surveyor in the State of New York on the easements being granted to the City of Syracuse as part of the Temple Street Sewer Relocation. Acceptance of the combined sewer main by the City of Syracuse is contingent on the installation of the monuments as directed and approved by the City Engineer.
20. National Grid, its successors and/or assigns will not erect any structure on, or modify the landscape of, the proposed utility easements and shall not do any act which would interfere with or hinder the City's use of the easements for the construction, reconstruction or maintenance of the improvements. Future restoration of surfaces disturbed by the City for the purposes of conducting its lawfully authorized activity within the easements shall be to minimal, temporary standards normally adhered to in other City rights of way and shall not include the restoration of any bushes, trees, shrubbery, pavements or extraordinary landscape improvements. The normal maintenance and upkeep of the easements, including the cutting of lawns, removal of silt and debris, maintaining the pavement etc., shall forever rest with the National Grid, its successors and/or assigns. Surface restoration of paved areas, necessitated by work in the easement by the City, will only be to temporary standards and it shall be the responsibility of National Grid to maintain the surface and make the permanent surface repair sufficient for the National Grid intended use of the area.
21. As part of this Project, National Grid needs to obtain and transfer to the City of Syracuse an additional easement which is currently owned by OCIDA. This additional easement will establish a 20 foot wide easement centered on the combined sewer which is necessary for the City to operate, maintain and repair the combined sewer in the future. Once secured, National Grid will need to contact the Department of Engineering to request legislation for the Mayor and the Common Council to approve acceptance of this additional easement. This additional easement is required to be submitted to the City within thirty (30) days of completion of the work.
22. National Grid shall obtain and transfer the required additional easement area which is currently owned by OCIDA to the City in order to establish a 20 foot wide easement centered on the combined sewer for the City to operate, maintain and repair the combined sewer in the future. The additional easement for the remaining easement area needed which is currently owned by OCIDA shall be granted to the City within 2 years of the date of the approved ordinance.
23. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer, and National Grid.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

7 January 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

**Request for Legislation: An Ordinance Amending Ordinance No. 651-2021 Accepting the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way and now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street); and Accept an Easement for the Operation, Maintenance and Repair of said Combined Sewer Main and Appurtenances from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid). Amend condition numbers 6, 8, 10, 14, 19 and 21.**

Dear Ms. McBride:

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

An Ordinance Amending Ordinance No. 651-2021 Accepting the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way and now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street); and Accept an Easement for the Operation, Maintenance and Repair of said Combined Sewer Main and Appurtenances from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid). Amend condition numbers 6, 8, 10, 14, 19 and 21 as follows:

6. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time (minimum of one week) 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.
8. During the performance of the Work, National Grid shall adequately and properly protect any existing underground facilities located within or near said installation. If during the performance of the Work, any such property or facilities are interfered with or damaged, National Grid 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 the Work, said modifications shall be made as directed by the City Engineer.

**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](http://www.syr.gov.net)

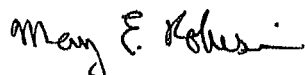
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10. National Grid shall at all times defend, indemnify, and save harmless the City of Syracuse, its officers and servants from and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may arise out of or in connection with National Grid's and its agents' performance of the Work associated with the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way and now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street), including but not limited to costs, damages, and expenses incurred by the City by reason of 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 the Work is to be performed.
14. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, receipt of acceptable record drawings and recording of all easements, including the easement to be transferred from OCIDA to the City, which is further described in Paragraph "21" below, said combined sewer and all rights and interests thereto shall pass to and become the property of the City of Syracuse. The City shall provide National Grid with written confirmation as to the date of acceptance of the above described sewer main and appurtenances by the City.
19. National Grid shall record said right of way and easements with Map, Legal description and monuments with the County of Onondaga, State of New York, subject to approval by the City Engineer and the Commissioner of Public Works. National Grid shall install fourteen (14) new monuments by a licensed surveyor in the State of New York on the easements being granted to the City of Syracuse as part of the Temple Street Sewer Relocation. Acceptance of the combined sewer main by the City of Syracuse is contingent on the installation of the monuments as directed and approved by the City Engineer.
21. As part of this Project, National Grid needs to obtain and transfer to the City of Syracuse an additional easement which is currently owned by OCIDA. This additional easement will establish a 20 foot wide easement centered on the combined sewer which is necessary for the City to operate, maintain and repair the combined sewer in the future. Once secured, National Grid will need to contact the Department of Engineering to request legislation for the Mayor and the Common Council to approve acceptance of this additional easement. This additional easement is required to be submitted to the City within thirty (30) days of completion of the work.

Sincerely,



Mary E. Robison, P.E.  
City Engineer

Ordinance No.

2022

**ORDINANCE AMENDING ORDINANCE  
NO. 623-2016 APPROVING AN  
ADMINISTRATIVE ORDER ON CONSENT  
WITH THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
RELATIVE TO THE LOWER LEY CREEK  
SUPERFUND SITE TO INCREASE THE  
AUTHORIZED PAYMENT AMOUNT BY  
\$4,182.00**

BE IT ORDAINED, that Ordinance No. 623-2016 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, and pursuant to Section 5-1103(1) of the Charter of the City of Syracuse, as amended, this Common Council hereby approves the compromise and settlement of the following claim:

US EPA v. City of Syracuse, et al.;  
Settlement Amount - \$252,082.00\*

BE IT FURTHER ORDAINED, that the Mayor or the Corporation Counsel be and hereby is authorized to execute the Administrative Order on Consent with the US EPA, which is on file with the Office of the City Clerk, relative to the Lower Ley Creek Superfund Site for remedial design purposes and execute any and all documents necessary to settle the aforementioned claim; and

BE IT FURTHER ORDAINED, that the Mayor or the Corporation Counsel be and hereby is authorized to execute a PRP Agreement, which is on file with the Office of the City Clerk, with the six (6) other potentially responsible parties notified by the US EPA of their liability for the Lower Ley Creek Superfund Site; and

BE IT FURTHER ORDAINED, that pursuant to the executed PRP Agreement Eastman & Smith Ltd, is the law firm handling the PRP payments on behalf of the City and the other

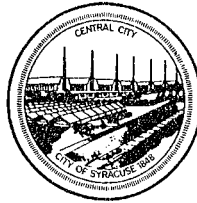
responsible parties under the terms of the EPA Consent Order and the Department of Public Work  
is hereby authorized to make all necessary PRP payments to Eastman & Smith, Ltd; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the  
Department of Public Works' Budget Account No. 541500.01.81600 or another appropriate account  
as designated by the Commissioner of Finance for this matter.

\_\_\_\_\_ = new material

\*previously read \$247,900.00

Common Council Office  
314 City Hall  
Syracuse, N.Y. 13202



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Council Office: (315) 448-8466  
Fax: (315) 448-8423

**CITY OF SYRACUSE COMMON COUNCIL**

**MICHAEL GREENE**  
**Councilor-at-Large**

January 21, 2022

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

Dear Ms. McBride:

Please prepare legislation for the Waiver Agenda of the regularly scheduled January 24, 2022 Common Council Meeting amending Ordinance #623-2016 to increase the authorized settlement amount by \$4,182.00.

The cost would continue to be charged to account #541500.01.81600 as set forth in Ordinance #623-2016.

Thank you for your assistance in this regard.

Sincerely,

Michael Greene  
Councilor-at-Large





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

January 20, 2022

**Kristen E. Smith**  
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.  
Kathryn M. Ryan  
Ramona L. Rabeler  
Sarah M. Knickerbocker  
Danielle B. Pires  
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Patrick R. Blood  
Patrick J. Parkinson  
Danielle R. Smith  
Jody A. Mooney

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Ms. Patricia K. McBride  
City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

Re: US EPA v City of Syracuse et al. Amend Ordinance #623-2016

Dear Ms. McBride:

Please prepare legislation for the waiver agenda of the January 24, 2022 Common Council meeting amending Ordinance #623-2016 to increase the authorized settlement amount by \$4,182.00.

In 2016 the City entered into a Consent Order with the US EPA relative to the operation of a City of Syracuse municipal landfill adjacent to Ley Creek in the 1960's. The Consent Order requires that the City and several other responsible parties, Onondaga County, Carrier Corporation, the Town of Salina, Cooper Crouse Hinds, National Grid and Syracuse China, prepare a remedial design plan for pollution alleged to have been discharged into Ley Creek.

The City and its partners in the Consent Order have completed the remedial design with the final cost to the City being \$252,082 v the 2016 estimate of \$247,900. The City has paid most of this except for a final invoice of \$37,769.00 which exceeds the cap established by Ordinance #623-2016. Therefore we are requesting that the Ordinance be amended to add \$4,182.00 to cover this final invoice and any minor expense that may occur during the EPA approval process. The new total not to exceed amount therefore would be \$252,082.

The cost would continue to be charged to account #541500.01.81600 as set forth in Ordinance #623-2016. DPW has been budgeting for this project on an annual basis since it was approved in 2016.

Please let me know if you have any questions or concerns.

Best regards,

  
Joseph W. Barry III  
First Assistant Corporation Counsel