

COMMON COUNCIL
of the
CITY OF SYRACUSE

(09/12)

REGULAR MEETING - SEPTEMBER 18, 2023

1:00 P.M.

1. *Pledge of Allegiance to the Flag*
2. *Invocation*
3. *Roll Call*
4. *Minutes –*
5. *Petitions*
6. *Committee Reports*
7. *Communications*

NEW BUSINESS

BY PRESIDENT HUDSON:

8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2023/2024.*

BY COUNCILOR CALDWELL:

9. *Application & Agreement – To and With Better Cities for Pets, for the Keep Us Together initiative in an amount not to exceed \$20,000. Keep Us Together, in partnership with Cuse Pit Crew, will provide access to care and resources for pet owners in need, and will work with dog control and other animal humane organizations to help provide food, medical bill payments, euthanasia, dog training, and transportation for vaccination and spay/neutering appointments. This initiative will target low-income pet owners in zip codes 13204 and 13205. There is no local match required.*

BY COUNCILOR GREENE:

10. Advertise Public Hearing – Relative to, authorizing the approval of a ten (10) year Cable TV Franchise Agreement with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Under the terms of this agreement, Spectrum will continue to pay the 5% gross receipts franchise fee and will follow City permitting rules for operating within the right-of-way. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.)
11. Authorize – The approval of a ten (10) year Cable TV Franchise Agreement (renewal) with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Spectrum is a direct subsidiary of Charter Communication, Inc. (“Charter”). Charter is the successor in interest to Time Warner Cable which was approved by the Mayor and the Common Council to operate the Cable TV Franchise through the adoption of Ord. #491-1997. Spectrum will continue to pay the maximum allowed by law (5% gross franchise fee) that’s currently being collected and will be required to follow City permitting rules for operating within the right-of-way. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.)
12. Agreement – With Spectrum Northeast, LLC (Spectrum) to accept a donation of studio equipment at an estimated value of \$4,500. Under the new City-Spectrum cable television franchise agreement, the requirement to maintain a public studio facility has been discontinued. The equipment will be free, but the City will incur the cost of removal, as detailed in the agreement. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.)
13. Agreement – With Bonadio Group, for the audit of certain engineering consultant contracts, on behalf of the Department of Finance, to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultants for both direct and indirect costs, to expire on June 30, 2025. NYS DOT requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000 to provide assurance that the consultants have invoiced the City in accordance with the contracts. Total estimated cost is between \$7,000 - \$10,000 per grant, charged to Account #07.599807, with subsequent 80% reimbursement from the State and Federal Governments. The Mayor has waived the RFP process.
14. Agreement – With CivicPlus, on behalf of the Office of Analytics, Performance & Innovation, to cover the maintenance costs of the SeeClickFix software product, the platform used by the City for its SYRCityLine’s constituent service request portal, for the period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$125,589 charged to Account #16800.540530.

15. Amend – Ord #318 (06/05/2023), “Authorize - Memorandum of Understanding (MOU) between the City and Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a) “GPL”, on behalf of the Office of Accountability, Performance, & Innovation, to provide services to the City to develop and execute innovative initiatives relative to the City’s procurement processes, for the period of one (1) year commencing from date of execution. No cost to the City. The Mayor waived the RFP process”. Amend to extend the contract to expire on April 30, 2025. All other terms and conditions remain the same.
16. Approve – Settlement – Aurelia Giardina v. City of Syracuse (Index No. 004454/2023) relative to personal injury from a slip and fall at the Clinton Square Ice Rink, in the month of December 2022, in the amount of \$90,000 from Judgement and Claims Account #599308.01.93000.
17. Confirm – Reappointment by the Mayor of Leah Witmer as Director of the Bureau of Administrative Adjudication for a five (5) year term.
18. Correct Tax Rolls – (455 North Franklin Street & Plum Street, 211 Lincoln Park Drive, 201 South Midler Avenue & Northcliff Road, and 105 Gebhardt Avenue, to change the assessment roll for tax years 2023/2024 and tax years 2017/2018, 2018/2019, 2019/2020, 2020/2021, and 2021/2022) as detailed in Appendix “A” and “B”.
19. Resolution – To reappoint Susan Straub to the Board of Assessment Review for a five (5) year term to expire September 30, 2028, pursuant to Section 523 of the NYS Real Property Tax Law.

BY COUNCILOR GETHERS:

20. Agreement – With Fisher Associates, JMT of New York, Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., for Traffic and Transportation Engineering Services, on behalf of the Department of Public Works, for a period of one (1) year from the date of execution, with two (2) one-year renewal options subject to the approval of the Mayor and the Common Council. The services will include assisting the City with design and implementation of transportation projects, safety reviews, and to ensure compliance with State and Federal guidelines. Total cost not to exceed \$275,000 charged to Account #541500.01.81800.
21. Amend – Ord. #469 (07/03/2023) “Purchase w/c/b – From T.H. Kinsella, disposal services for hard fill, for the period of July 1, 2023 – June 30, 2024, on behalf of the Department of Public Works. Total cost not to exceed \$15,000 charged to Account 06.81100.540552.” Amend to increase the rate per ton from \$2.25 to \$3.50 and increase the cost not to exceed \$20,000. All other terms remain the same.
22. Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$38,803, to be used to purchase ten (10) Cart Tippers needed for the Cart Roll-out Program, deposited in Account #08.599808.14905.800012922.

BY COUNCILOR SCHULTZ:

23. Agreement – With Strategic Development Specialists, LLC, for Infrastructure Improvements Funding Procurement in conjunction with the I-81 viaduct project, on behalf of the Department of Engineering, for a period of one year from the date of execution. Strategic Development Specialists, LLC will seek out and apply for all relevant grant funding to be used for the repair or replacement of aging infrastructure in the areas adjacent to the viaduct removal. Total cost not to exceed \$60,000 from ARPA Account #08.8.121505.800011922, an account established by the Commissioner of Finance for the I81 Master Planning Project.
24. Transfer Funds - From ARPA Account 08.8.12105.800043722 in the amount of \$60,000, as detailed in the legislation, to Account 08.8.121505.800011922, to support an agreement with Strategic Development Specialists, LLC, for Infrastructure Improvement Funding Procurement in conjunction with the I-81 viaduct project.
25. Authorize - The Mayor on behalf of the City of Syracuse to endorse an application by the New York State Department of Transportation (NYSDOT) for the Reconnecting Communities and Neighborhoods Program (RCN) for funding for transportation infrastructure projects, especially within the new 15th Ward neighborhood, administered by the United States Department of Transportation (USDOT) and execute a municipal endorsement or written instruments associated with the application as necessary.
26. Application & Agreement – With U.S. Department of Transportation, (USDOT) Reconnecting Communities and Neighborhoods (RCN) Program, as a co-applicant NYS Department of Transportation (NYSDOT) will serve as lead funding applicant. If awarded, NYSDOT and the City plan to pursue Neighborhood Access and Equity funding through the Regional Partnerships Challenge for an estimated award of \$150-\$180 million, to support the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current street, and the construction of a Linear Park in the New 15th Ward neighborhood. No local match is required.

BY COUNCILOR HOGAN:

27. Special Permit – To approve a Car Wash on the property located at 1001 East Brighton Avenue. No one spoke in favor of or in opposition to the proposal. The Planning Commission granted four (4) waivers in regard to the allowed number of signs, the allowable square footage of the sign area, driveway and curb cut width, and lighted signs close to signalized intersections regulations. Joe Hucko-Brighton Mews, LLC, owner/applicant.

28. Accept – From Onondaga County, an investment to establish a South Salina Façade Improvement “Main Street” Program, to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Total amount not to exceed \$1,250,000. No City funds are required. Any matching funds will be provided by the private owner of the benefiting structure.
29. Accept – From Onondaga County, an investment to establish a South Salina Façade Improvement “Main Street” Program, to target building renovations to commercial and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Total amount not to exceed \$1,250,000. No City funds are required. Any matching funds will be provided by the private owner of the benefiting structure.

BY COUNCILOR MAJOK:

30. Amend – Ord. #405 (06/21/2022) “Contract – With Solon Quinn Studios, for professional services to include marketing, photography, videography, graphic design, and microsite development services, on behalf of the Police Department, to expand on the recruitment and public relations efforts. The term will be from June 1, 2022-May 31, 2023, with two (2) one-year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$205,000, charged to Account #541500.01.31230.” Amend to authorize the first of two (2) one-year renewal options, from June 1, 2023 – May 31, 2024. Total cost not to exceed \$205,000 from Account #541500.01.31230. All other terms remain the same.

**ORDINANCE AUTHORIZING MAYOR TO
SUBMIT AN APPLICATION FOR A GRANT FOR
BETTER CITIES FOR PETS IN THE AMOUNT
NOT TO EXCEED \$20,000 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 with Better Cities for Pets for a grant in the amount not to exceed \$20,000; said funds will be used to provide low-income pet owners with access to financial assistance and pet care resources, including but not limited to assistance obtaining pet food, paying pet medical bill, euthanasia, dog training, transportation to vaccination, and spay and neutering services; no City matching funds are required; 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.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

August 28, 2023

Janet L. Burke
Director, Bureau of
Research

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

Re: Request for Legislation

Dear City Clerk McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to apply and enter into an agreement with Better Cities for Pets for a grant in the amount not to exceed \$20,000.00.

This initiative *Keep Us Together*, in partnership with Cuse Pit Crew will provide access to care and resources to pet owners in need. *Keep Us Together* will work in partnership with dog control and other animal humane organizations to help pet owners in tough times. In aiding pet owners, food, medical bill payments, euthanasia, dog training, and transportation to vaccination, spay & neutering appointments will be made available through this funding. We intend to provide support and resources to low-income pet owners from targeted zip codes (13204 & 13205). There is no matching requirement.

Please contact me at 315-448-8061 or JBurke@syr.gov with any questions.

Sincerely

A handwritten signature in blue ink that reads "Janet Burke".

Janet Burke
Director of Research

Bureau of Research
233 E Washington St.
Room 419
Syracuse, N.Y. 13202

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www.syr.gov.net



10-11

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

August 30, 2023

Re: City-Spectrum Cable TV Franchise renewal

Dear Ms. McBride:

Please prepare legislation for the September 18, 2023 Common Council meeting to authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.

In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.

Very Truly Yours,

Joseph W. Barry III
First Assistant Corporation Counsel



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: September 5, 2023
SUBJECT: Cable TV Franchise Agreement – Spectrum Northeast, LLC

Julie Castellitto
Assistant Director

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.

In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.


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

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net


Mayor Ben Walsh
City of Syracuse, New York

916123
Date

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF SYRACUSE

AND

SPECTRUM NORTHEAST, LLC

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**AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SPECTRUM NORTHEAST, LLC
GRANTING RENEWAL OF THE CABLE COMMUNICATIONS SYSTEM FRANCHISE**

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Syracuse, New York, as follows:

SECTION 1. GRANT OF FRANCHISE

1.1 Grant. The City of Syracuse, New York (hereinafter called the "City") hereby grants to Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc. (hereinafter "Franchisee") a renewed non-exclusive Franchise to operate a Cable System in the City, and to use the streets and public ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be appurtenant to said Cable System, subject to the terms and conditions of this agreement, and applicable law.

1.2 Term. The Franchise granted hereby shall expire ten (10) years after its Effective Date unless lawfully terminated in accordance with its terms or other applicable law or altered in accordance with Section 16.

1.3 Effective Date. This Franchise shall become effective upon the issuance of a Certificate of Confirmation by the New York Public Service Commission or as otherwise directed by the Public Service Commission.

1.4 Franchise Area. The Franchise area for which this Franchise is granted consists of all areas located within the Syracuse City limits, as they exist on the Effective Date of the Franchise, as well as any areas which are annexed by the City during the term of this agreement.

1.5 Effect of Acceptance. By accepting the Franchise, the Franchisee: (a) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (b) agrees that it will not oppose intervention by the City in any proceeding affecting the enforcement of the City's rights under this Franchise; (c) accepts and agrees to each and every provision contained herein; and (d) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and agrees that it will not raise any claim or defense to the contrary.

1.6 Rights Reserved. The City reserves the right to adopt, in addition to the provisions contained in this Franchise, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations are reasonable, not materially in conflict with the privileges granted in the Franchise, and consistent with applicable law. In entering into this Agreement, the City does not waive the right to exercise its police or other powers and Franchisee does not waive its right to challenge such exercise to the degree permitted by applicable law. The Franchisee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance.

1.7 Affiliates Must Comply. Any affiliate or joint venture or partner of the Franchisee involved in the management or operation of the Cable System in the City that would constitute a cable operator of the Cable System is subject to the limitations of, and shall comply with the terms and conditions of, this Agreement. The Franchisee shall be fully liable for any act or omission of an affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System to the extent that such act or omission results in a breach of this Agreement as if the act or omission was the Franchisee's act or omission.

1.8 Continuing Administration. The Mayor, or his or her designee, is responsible for the continuing administration of the Franchise.

SECTION 2. SHORT TITLE AND DEFINITIONS

2.1 This Franchise Agreement shall be known and be cited as the "City of Syracuse and Charter Franchise Agreement." The following terms, phrases, words and their derivations have the meaning given herein.

"Basic Cable Service" shall refer to any service tier, which includes the retransmission of local television broadcast, as defined by applicable law.

"Cable Act" shall refer to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 *et seq.*, as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, and as it may be further amended during the term of the Franchise.

"City", when used to refer to a geographic area, means the City of Syracuse, a political subdivision of the State of New York, in its present incorporated form or in any later recognized, consolidated, enlarged, or reincorporated form; when used to refer to an action taken by an entity, the term refers to the governing body of the City of Syracuse or any entity authorized to act on its behalf.

"Franchise Agreement" or "Agreement" shall refer to this contract between the City and the Franchisee.

"Franchisee" means Spectrum Northeast, LLC, the entity to which this Cable Franchise is granted by the Syracuse Common Council, and its lawful and permitted successors, assigns, and transferees.

"Gross Revenues" means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Franchisee derived from the operation of the cable system to provide cable service in the City. Gross Revenues shall not include any taxes on services or equipment furnished by Franchisee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Franchisee that Franchisee is required to expend for promotional activities.

"Interconnect" or "Interconnection" means the provision by Franchisee of technical, engineering, physical, financial, and all other necessary components to provide and adequately maintain a physical linking of Franchisee's Cable System with any other designated Cable System or any separate communications network so that cable services of technically adequate quality may be sent to and received from such other systems to the extent required by this Franchise.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

"Other Programming Service" means a cable service, other than a video programming service, that a cable operator makes available to all subscribers generally.

"Signal" means any analog or digital electrical or light impulses carried on the Cable System, whether one-way or bidirectional.

2.2 All words appearing in this Agreement which are identical to the words defined in Section 2.1 shall have the meanings set forth in Section 2.1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given, the meaning set forth in the Cable Act, and, if not defined therein, shall be given their common and ordinary meaning.

SECTION 3. FRANCHISE -- LIMITATIONS

3.1 The Franchise does not confer rights other than as provided by this Franchise Agreement or by federal or State law.

3.2 No privilege or exemption is granted or conferred except those specifically prescribed herein.

3.3 The City may delegate its authority except as prohibited by State law.

3.4 Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or State law.

3.5 Nothing in this Franchise Agreement shall be read to create an expectancy of renewal or to in any respect entitle the Franchisee to renewal or extension of this Franchise, except as provided by applicable law. Franchisee does not waive and expressly reserves all rights that it has under applicable law concerning the renewal of the Franchise.

SECTION 4. NON-EXCLUSIVE FRANCHISE AND COMPETITION ENCOURAGED

4.1 This Franchise Agreement and the right it grants to use and occupy the public right of way is not exclusive and does not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems within the City, affect the City's right to authorize use of the public right of way by other persons to operate Cable Systems, or affect the City's right to itself construct, operate or maintain a Cable System; provided, however, that no person, including the City, may construct, operate or maintain a Cable System in the City without a cable franchise.

4.2 In the event that, after the Effective Date of the Franchise, the City grants a franchise to another person or persons to use and occupy the public right of way for the purpose of operating a cable system, the material terms and conditions of such additional franchise or franchises shall be reasonably comparable to the materials terms and conditions of the Franchise, subject to any applicable legal limitations on the City's regulatory authority.

4.3 If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the City or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the City, the City shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Franchisee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Franchisee, City shall, within

sixty(60) days of a written request from Franchisee, modify this Franchise to ensure that the corresponding obligations applicable to Franchisee are no more costly or burdensome than those imposed on the new competing provider. Any such amendment be made in writing, signed by the City and the Franchisee, and approved by the NYPSC. If the City fails to make modifications consistent with this requirement, the City agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Franchisee shall have the right and may choose to have this Franchise with the City be deemed expired thirty (30) days after written notice to the City. Nothing in this Franchise shall impair the right of the Franchisee to terminate this Franchise and, at Franchisee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Franchisee under federal, State or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

4.4 Notwithstanding any other provision in this Franchise, in the event any change to State or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the City, then Franchisee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Franchisee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the Effective Date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

SECTION 5. NO WAIVER

5.1 The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise Agreement or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

5.2 Waiver of a breach of this Franchise Agreement is not a waiver of any similar or different breach. Neither the granting of this Franchise nor any provision herein shall constitute a waiver or bar to the City's police power, including without limitation the right of eminent domain, except to the extent that the exercise of such power has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

SECTION 6. CUSTOMER PROTECTION

6.1 Sale of Subscriber Lists and Personalized Data.

A. The Franchisee shall be subject to the provisions of federal and State law regarding limitations on the Franchisee's collection and use of personally identifiable information and the protection of subscriber privacy.

B. The City retains all rights that it may have on the Effective Date of the Franchise to adopt generally applicable and non-discriminatory consumer/customer protection laws. The Franchisee retains all rights it may have to challenge any such future laws and applications.

6.2 Maintenance and Complaints.

A. The Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

B. The Franchisee shall maintain a repair force of technicians sufficient to comply with this Franchise under normal operating conditions and to respond to subscriber complaints, loss of service, or requests for service. The Franchisee shall have in place at all times the equipment necessary to locate and correct Cable System malfunctions.

C. All subscribers and members of the general public in the City may direct complaints and inquiries regarding the Franchisee's service or performance to the City. The Franchisee shall designate a contact person to liaison with the City relative to complaints. The Franchisee has designated its Director of Government Affairs as the liaison with the City. The Franchisee's good faith or lack thereof in attempting to resolve complaints in a fair and equitable manner will be considered in connection with any renewal application filed by the Franchisee consistent with applicable law.

6.3 Non-discrimination and Equal Employment Opportunity.

A. Throughout the term of this Franchise, the Franchisee shall fully comply with the equal employment opportunity requirements of federal and State laws and, in particular, FCC rules and regulations relating thereto. Upon request by the City, the Franchisee shall furnish the City a copy of the Franchisee's annual statistical report filed with the FCC, along with proof of the Franchisee's annual certification of compliance, provided the City agrees to maintain the information as confidential and confirms that it has the power and authority to do so under applicable law.

B. The Franchisee shall not, in its rates or charges, or in the availability of the services or facilities of its Cable System, or in any other respect, make or grant illegal preferences or advantages to any subscriber, potential subscriber, or group of subscribers or potential subscribers, nor shall the Franchisee subject any such persons or group of persons to any illegal prejudice or any disadvantage. The Franchisee shall not deny, delay, or otherwise burden service or discriminate against subscribers within its franchise area in accordance with applicable law. Different rates may be offered to commercial or bulk rate subscribers and Franchisee shall have the authority to offer discounts and promotional rates.

C. The Franchisee shall not deny cable service to any group of potential subscribers because of the income of the residents of the area in which the group resides.

D. The Franchisee shall ensure that its services are accessible, as far as reasonably practical, to people with disabilities by complying with all applicable federal and State laws with respect to service to persons with disabilities.

6.4 Parental Control Device. Upon request, the Franchisee shall provide parental control devices to any subscriber consistent with applicable law.

6.5 Upon consent of the subscriber, any bill, notice or other communication provided or issued by Franchisee to any subscriber may be provided or issued solely by electronic means.

SECTION 7. SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

7.1. Cable System Design and Functionality

A. As of the Effective Date of this Agreement, the Franchisee operates, maintains and makes available to all residents of the City its existing 750 MHz Cable System fed by means of fiber optic cable deployed from the Franchisee's Headend to Franchisee's fiber optic nodes, tying into Franchisee's coaxial Cable System serving subscribers. Said Cable System is fully capable of carrying 162 or more activated video programming channels in the downstream direction.

B. For as long as general practice in the industry and by the Franchisee, the Franchisee shall transmit all of its Signals to subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

C. For as long as general practice in the industry and by the Franchisee, two-way activated capacity supporting interactive services, including but not limited to digital video recorders, shall be operated and maintained in the Cable System.

D. For as long as general practice in the industry and by the Franchisee, the Headend shall have 24-hour backup power supply.

E. The Cable System delivers, and, for as long as general practice in the industry and by the Franchisee, shall continue to deliver HDTV signals throughout the term of this Agreement.

F. Franchisee shall install and maintain necessary equipment to ensure that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

G. The Franchisee shall comply with all applicable State and federal laws, as they may from time to time be amended, concerning system compatibility with subscribers' consumer electronics equipment.

7.2. Interconnection.

A. Interconnection of Cable System. On the Effective Date of this Agreement, the Cable System operated by the Franchisee serving the City of Syracuse also serves several other neighboring municipalities which are served from a common headend and are physically and functionally interconnected.

B. Franchisee Not a Common Carrier. Nothing in this Agreement shall be deemed to require the Franchisee to assume the status of a common carrier as defined under applicable law.

7.3 Performance Testing.

A. Franchisee shall perform the following tests on its Cable System:

1. All semi-annual compliance and proof of performance tests required by the FCC, if any; and

2. Cable System tests at intervals required by FCC regulations, if any.

B. Franchisee shall maintain written records of all results of its Cable System tests as required by the FCC, if any. Such test results shall be available for inspection by the City upon request.

C. Such tests may be witnessed by representatives of the City. Upon request of the City, the Franchisee shall inform the City of the time and place of testing. The City may conduct independent tests of the system for which the Franchisee shall give its fullest cooperation provided that testing does not unreasonably interfere with the operation of the system. Franchisee shall be required to take prompt corrective measures to correct any system deficiencies and to prevent their recurrence.

7.4 System Inspections. Upon thirty (30) days notification to the Franchisee, the City may inspect the Franchisee's Cable System in the right-of-way, the headend and any construction or installation work performed under this Franchise in order to determine compliance with the Franchise Agreement and applicable federal, State and local laws.

7.5 Other Construction Procedures. The Franchisee:

A. shall follow a Cable System design and construction plan consistent with its obligations under this Franchise;

B. shall use equipment of good and durable quality;

C. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall notify City residents in any construction area at least one day in advance before first entering onto property to perform any work in conjunction with Cable System construction, and shall additionally notify affected residents in advance of any work which will involve excavation, replacement of poles, or tree trimming;

D. shall ensure that any contractor or subcontractor used for work and construction, operation, or repair of Cable System equipment must be properly licensed under laws of the State and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Agreement and applicable law if the work were performed by Franchisee;

E. shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise Agreement and applicable law, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program to ensure that the work is properly performed (this section is not meant to alter tort liability of Franchisee to third parties);

F. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available for inspection as-built and design maps in the electronic format currently used by the City (ArcGIS) or other mutually agreeable format for the City's review at the local office of the Franchisee after the completion of system construction in any geographic area; this information shall be maintained as confidential; and

G. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available to the City, upon request and subject to the confidentiality provisions of Section 16.2, maps showing the actual location of additions or extensions to its lines within thirty (30) days of completion of Cable System construction in any geographic area.

7.6 System Maintenance.

A. Interruptions to be Minimized. Whenever feasible, the Franchisee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum subscriber use of the Cable System. The Franchisee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

B. Maintenance Practices. In addition to its other obligations, the Franchisee shall: (a) use replacement components of good and durable quality, with characteristics better or equal to replaced equipment; and (b) follow corporate maintenance standards.

7.7 System Performance. The Cable System shall meet or exceed the FCC technical standards which standards are currently found in 47 C.F.R. 76 subpart K ("FCC Standards"), as those standards may be in effect at all times. If the City is granted authority to establish standards, such standards may be amended or added to this Franchise consistent with the procedures in Section 18.2 of this Franchise.

7.8 Future System Upgrades/Rebuilds. The Franchisee may provide additional or new facilities and equipment, expand channel capacity, and otherwise upgrade or rebuild its Cable System throughout the Franchise term as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

7.9 Service Availability.

A. The Franchisee shall construct, operate, maintain and upgrade its Cable System so that it is able to provide service to all areas located in the Franchise Area described in Section 1.4 within the City as it existed on the Effective Date of this Agreement subject to Section 7.10.B. The Franchisee must build the Cable System so that it can extend service to any Person, including any Person located in areas which may be added to the current Franchise area as defined in Section 1.4 of this Agreement, in accordance with Section 7.10.B. herein.

B. System Extension Requirements-Cost Sharing. In portions of the Franchise Area where density is less than twenty (20) homes per linear strand mile of aerial cable as measured from Franchisee's closest technologically feasible tie-in point (as established by Franchisee in its reasonable discretion, taking into account its cable service delivery network architecture) that is actively delivering Cable Service, Franchisee shall extend its plant if the Person or Persons requesting service pay a contribution in aid of construction as calculated pursuant to NYPSC regulations.

C. Rebate of Cost. During a five-year period commencing at the completion of a particular line extension, pro rata refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Franchisee shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at

that same address and who has not informed the company of the subscriber's address. This provision shall be in effect if the similar requirement in NYPSC regulations remains in effect.

D. Subscriber Drops. Where a drop exceeds one hundred fifty (150) feet in length, the Franchisee may charge the subscriber for the difference between the Franchisee's actual costs associated with installing a one hundred fifty (150) foot drop and the Franchisee's actual cost of installing the longer drop.

E. Undergrounding of Drops. In any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the subscriber the option to have the drop installed underground, but may charge the subscriber the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

F. Time for Extension. The Franchisee shall extend service as described herein to any Person who requests it:

1. If the Person is located in the Franchise area and service can be provided by activating or installing a drop to that location, service shall be provided within seven (7) days of the request;

2. In cases of new construction or property development where utilities are to be placed underground, the City agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Franchisee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Franchisee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Franchisee.

3. The City shall promptly provide written notice to the Franchisee of its annexation of any territory which is being provided Cable Service by the Franchisee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the City, subject to the conditions set forth below and Section 6.1 above. The City shall also notify Franchisee in writing of all new street address assignments or changes within the Franchise Area. Franchisee shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the City if the City has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Franchisee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Franchisee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Franchisee shall not be liable for franchise fees on annexed areas unless and until Franchisee has received notification and information that meets the standards set forth in this section.

7.10 Public, Educational, and Government Use

A. Designated Access Providers.

1. Subject to applicable laws and regulations, the City shall determine the use of each access channel whether for public, education, or government or any combination thereof and shall designate PEG Access providers ("Designated Access Providers") including to itself, to control and manage the use of any or all of the access channels and/or resources provided by the Franchisee under this Agreement.

B. PEG Access Channel Capacity. Franchisee shall provide PEG access channels as required by NYPSC regulations.

1. Each PEG channel signal distributed by Franchisee shall include video, accompanying audio, and closed captioning (if supplied by the City), related to the PEG programming being exhibited. The PEG signal must be available to all cable service subscribers. The Cable System, including the PEG Access Channels, shall meet or exceed the FCC's technical standards set forth in 47 C.F.R. 76 Subpart K.

C. Requirements Regarding Rules and Procedures for use of PEG Access Channels.

1. Consistent with applicable law, the Franchisee may not exercise any editorial control over the content of programming on the designated PEG Access Channels.

2. PEG Access Channels shall be for noncommercial uses only.

D. Promotion. In order to help develop and maintain (a) awareness of the PEG Access resources and services, and (b) viewership of the PEG Access channels by City cable subscribers, the Franchisee shall, throughout the term of this Agreement, provide the following promotional services free of charge to the City or its Designated Access Provider(s)

1. If Franchisee itself produces an on-screen guide for programming lists, Franchisee shall display the PEG Access Channel listings on the electronic on-screen channel listings in the same manner as it displays all other programming on the system, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. On the Effective Date of the Franchise and for so long as the Franchisee carries an on-screen program guide service produced by a third party, the Franchisee shall provide contact information for such programming guide service to the City or its Designated Access Provider(s) to facilitate the delivery of the program information to the Franchisee's third-party programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party guide service provided that if the listing is carried in portions of Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

2. On the Effective Date of this Franchise, the Franchisee does not provide a print guide to subscribers. If the Franchisee produces a print guide which it provides to subscribers at any time during the term of this Franchise, the Franchisee shall list the PEG program schedule information in the same manner as the program schedule information for other cable channels is listed, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. If the Franchisee provides to subscribers a print guide produced by a third party, it shall provide contact information to the

City or its Designated Access Provider to facilitate the delivery of program information to the Franchisee's third party printed programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party print guide service provided that if the listing is carried in portions of the Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

E. PEG Channel Locations.

1. Subject to applicable law, the PEG Access Channels may be located on Basic Service tier and placed within reasonable proximity to each other and available at no charge to the City and its Designated Access Providers.

F. Fire Department Training Channel. On the Effective Date of this Franchise, the Franchisee was providing a channel for the exclusive use of the Fire Department for training and education purposes. The Franchisee has incorporated a scrambling system and provides the necessary devices by which the Fire Department Training Channel can be discretely broadcast to and viewed at the Fire Department locations listed in Exhibit A.

Franchisee will continue to provide a channel and all necessary functionality and converter boxes necessary for the exclusive use of the Fire Department for training and education purposes until the Fire Department terminates the use of the channel, or the current functionality of the Fire Department training channel is no longer operational. Franchisee shall not be required to repair or replace existing equipment to maintain the functionality of the Fire Department training channel. In the event Franchisee determines that it cannot or will not support the functionality of the Fire Department training channel, Franchisee will provide the Fire Chief and Mayor's Office thirty (30) days' written notice if such determination is within Franchisee's control or discretion.

G. General.

1. If Franchisee makes changes to its Cable System that necessitate modifications to PEG signal transmission facilities and equipment (including but not limited to the upstream paths), Franchisee shall provide thirty (30) days advance notice of such changes to the City and its Designated Access Providers.

7.11 No City Control. During the term of this Franchise, the City may not prohibit the Franchisee from providing any program or class of programs, or otherwise censor communications over the Cable System, except that nothing in this section shall be read to authorize the Franchisee to engage in communications which are prohibited by law.

7.12 Emergency Alert System.

A. The Franchisee shall install and maintain an Emergency Alert System (EAS) fully compliant with FCC requirements (47 C.F.R. Part 11) and NYPSC rules (Section 896.5).

SECTION 8. CONSTRUCTION STANDARDS

8.1. This Franchise does not confer the right to place or maintain facilities in any particular location, or in any particular manner, or at all times in the rights of way or any other property occupied pursuant to this Franchise.

A. Franchisee agrees that its occupation of the rights of way and such property is subject to the supervision and control of the City and applicable law. Franchisee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the City as to other public utility companies and other entities operating in the Franchise Area. The City shall cooperate with the Franchisee in granting any permits required, providing such grant and subsequent construction by the Franchisee shall not unduly interfere with the use of such Streets.

B. Subject to applicable law, Franchisee agrees, at its expense, to move, relocate or remove its facilities as directed by the City in the exercise of its police powers; agrees that should it fail to do so within a reasonable time of receiving written notice of the need to relocate or remove, the City may perform the work required and Franchisee shall pay the reasonable cost thereof; and agrees that in the event of emergency, the City may move, relocate or remove Franchisee's facilities without notice to Franchisee. Any work performed by the City shall adhere to the same construction codes, standards and practices as are applicable to Franchisee under this Agreement. Except as specifically stated, any action the Franchisee may be required to take shall be at Franchisee's expense to the extent all other users of the rights-of-way are responsible for the similar costs related to relocation of their facilities. Nothing in this Franchise shall prohibit or hinder the City from its right to perform or carry out public works or public improvements. Franchisee shall repair or replace any City property damaged by the Franchisee and shall relocate its system if directed by the City. Franchisee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the City shall make application for such funds on behalf of the Franchisee.

C. The construction, installation, operation, and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with, to the extent applicable, the following safety, construction, and technical specifications, codes and standards:

1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
2. National Electrical Safety Code (NESC);
3. Obstruction Marking and Lighting, AC 70/7460, i.e., Federal Aviation Administration;
4. Construction, Marking and Lighting of Antenna Structures, FCC Rules 47 C.F.R. Part 17;
5. all federal, State and municipal construction requirements, including FCC Rules and Regulations and environmental regulations;
6. all building and zoning codes, and all land use restrictions and local safety codes; and,
7. State or local standards for Vehicular Traffic Control.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as those standards, if followed, would result in a Cable System which could not meet requirements of applicable law; and except for such minor modifications as are typical in the industry). The City may adopt reasonable additional standards after consultation with the Franchisee as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur during the Franchise term.

SECTION 9. RATE REGULATION

9.1 For rates subject to regulation by the City, all cable service and equipment charges to subscribers shall be uniform throughout the franchise area as required by applicable law, with a written schedule of fees for all services offered available upon request. The Franchisee hereby agrees to provide each new subscriber with prices and options for programming services and conditions of subscription to cable service and equipment.

9.2 The City may not regulate Franchisee's rates and charges, except as permitted by federal law. The Franchisee shall continue to provide Basic Cable Service, subject to applicable law.

9.3 The Franchisee will notify subscribers of any proposed increase at least thirty (30) days before said increase is to become effective in writing and/or through on-screen in the manner required by PSC rules or other applicable law.

SECTION 10. FRANCHISE FEES

10.1 The Franchisee shall pay to the City an amount equal to five percent (5%) of the Gross Revenues. In the event that applicable federal and State laws and regulations are amended so that a different stated maximum percentage franchise fee rate is established, or so that a different maximum revenue base on which franchise fees may be imposed is established, then the amended rate and/or amended revenue base shall apply under this Franchise if approved by the City of Syracuse City Council after a public hearing and upon sixty (60) days prior written notice to Franchisee.

10.2 If Cable Services subject to the Franchise Fee required under this Section 10 are provided to subscribers for a bundled charge in conjunction with non-cable services, Franchisee shall allocate revenue between Cable Services and non-cable services in a manner consistent with generally accepted accounting principles and not in a manner designed for the purpose of evading or substantially reducing Franchisee's Franchise Fee obligations to the City.

10.3 Franchise Fee payments due to the City under this provision shall be computed at the end of each calendar quarter and shall be due and payable no later than forty-five (45) days after the end of the calendar quarter. Each payment shall be accompanied by a statement of gross revenue for the quarter in connection with the operation of the Franchisee's Cable System in the City and a report showing the basis for computation of fees.

10.4 No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Franchise by the Franchisee, including but not limited to interest.

10.5 The Franchisee shall submit to the City a late fee on any Franchise Fee payment that is submitted after the due date as described in Section 10.3, except that the Franchisee shall be granted a five day "grace" period. Any Franchise Fee payment submitted after the five-day grace period shall be subject to a late fee. The late fee shall be interest at the rate of prime plus 1%.

10.6 The Franchise Fee shall be paid in addition to taxes, fees, charges, or assessments required by the City, State, or federal law unless such fee, charge, or assessment falls within the definition of a Franchise Fee under the Cable Act. Payments, if any, made in support of PEG Access capital, do not fall within the definition of Franchise Fee under the Cable Act, consistent with 47 U.S.C. § 542(g)(2)(c). Payments, if any, in support of PEG Access capital required by this Franchise shall not be included in the computation of Franchise Fees.

10.7 Audits to verify Franchise Fee payments for periods of up to six years may be conducted by the City. Franchisee will provide the records required by the City to conduct the audit in an electronic format.

10.8 When the Franchise terminates for any reason (other than through the issuance of a renewal or superseding Franchise), the Franchisee shall file with the City within ninety (90) calendar days of the date its operations in the City cease, a financial statement, certified by a certified public accountant or the Franchisee's chief financial officer, showing the gross revenues received by the Franchisee since the end of the previous fiscal year. Adjustments will be made at that time for Franchise Fees due to the Date that the Franchisee's operations under the terminated Franchise ceased.

10.9 The amount of franchise fees paid by Franchisee and the method of calculation of those franchise fees shall be competitively neutral and apply to all cable operators granted a franchise in the City of Syracuse.

SECTION 11. PROTECTION OF CITY AND ENFORCEMENT -- PERFORMANCE BOND

11.1 The Franchisee shall establish in the City's favor a performance bond in an amount of \$100,000.

11.2 The City may make a claim against the performance bond to satisfy any final judgment awarded by a court of competent jurisdiction against Franchisee related to Franchisee's failure to complete Cable System construction, upgrade, or rebuild in a safe, timely, and competent manner in accordance with the provisions of this Franchise, applicable law, and permits, or failure to comply with its obligations under this Franchise.,

11.3 The performance bond shall contain the following endorsement or a similar endorsement acceptable to the City:

"This bond may not be canceled or allowed to lapse until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

SECTION 12. PROTECTION OF CITY AND ENFORCEMENT -- APPROVAL OF SURETIES:
RELATION TO OTHER REMEDIES

12.1 The insurance and bonds, required by this Franchise shall be issued, respectively, by an insurer and financial institution authorized to transact business in New York and reasonably acceptable to the City.

12.2 Recovery by the City of any amounts under this Franchise shall not in any respect limit the Franchisee's duty to indemnify the City for any amounts due the City; nor shall recovery of any amounts in any respect prevent the City from imposing penalties under New York law, or exercising any other right or remedy it may have under the Franchise or at law or equity.

SECTION 13. TERMINATION, REVOCATION, FORFEITURE

13.1 In addition to all other rights, powers, and remedies reserved by the City, the City shall have the additional, separate, and distinct rights to revoke the Franchise, or to shorten the term of the Franchise to a period not shorter than thirty-one (31) months from the date of the City's action shortening the term, or if the remaining term is thirty-six (36) months or less, half the remaining Franchise term, if:

- A. the Franchisee defrauds or attempts to defraud the City or subscribers, or intentionally submits materially misleading information to the City;
- B. the Franchisee violates any material provision of the Franchise; or
- C. the Franchisee abandons its Franchise (the Franchisee shall be deemed to have abandoned its Franchise if it willfully refuses to operate the Cable System as required by its Franchise, when there is no event beyond the Franchisee's control that prevents the operation of the Cable System, and where operation would not endanger the health or safety of the public or property).

13.2 Before taking action under 13.1. the City shall comply with the following processes:

(a) Notice of Violation. If the City believes there is a basis to act under Section 13.1, the City shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the City shall notify the Franchisee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the City, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearing. If the Franchisee fails to respond to the Violation Notice received from the City, or if the default is not remedied within the cure period set forth above, the City Common Council shall schedule a public hearing if it intends to continue its investigation into the default. The City shall provide the Franchisee at least sixty (60) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. At the hearing, the Common Council shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not

the Franchise shall be revoked or shortened. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Common Council shall be made in writing and shall be delivered to the Franchisee. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Common Council *de novo*. The Franchisee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.3 Upon revocation of the Franchise, including exhaustion of any appeals, or upon any other termination of the Franchise (unless a Cable Act Renewal process has been invoked and is not yet completed) by passage of time or otherwise, the City shall have the right to require the Franchisee to remove, at the Franchisee's expense, its Cable System from streets, public property, and at the discretion of the property owner any private property occupied pursuant to the revoked, canceled, or terminated Franchise. The City shall notify the Franchisee in writing that the Cable System should be removed and identify any period during which the Franchisee will be required to continue to operate the Cable System as provided in Section 16. In removing its Cable System, the Franchisee shall refill and compact, at its expense, any excavation that shall be made and shall leave all streets, public property, and private property in as good a condition as that prevailing prior to the Franchisee's removal of the Cable System. The provisions of Section 14 of this Franchise Agreement shall remain in full force and effect until the Cable System is removed.

13.4 Upon revocation or termination of the Franchise without right of renewal, the Franchisee may – if the City declines to acquire ownership of the Cable System pursuant to applicable law sell or transfer the ownership of the Cable System, so long as such transfer of ownership is completed within one hundred twenty (120) days of the date of termination or revocation.

SECTION 14. REMEDIES – CUMULATIVE

All remedies provided under this Franchise Agreement shall be cumulative, unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Franchisee of its obligations to comply with the Franchise. Remedies may be used singly or in combination. In addition, the City may exercise any rights it has under law or at equity.

SECTION 15. REMEDIES – CONTINUITY OF SERVICE

15.1 It is the right of all subscribers in the Franchise Area to receive all available cable services from the Franchisee as long as their financial and other obligations to the Franchisee are satisfied.

SECTION 16. BOOKS AND RECORDS – INSPECTION

16.1 The City may inspect the books, records and other documents, including financial documents, (except for maps which are treated specifically in Section 7.6(G) in the control or possession of the Franchisee, affiliates, any person that constitutes an operator of the Franchisee's Cable System or any contractor or subcontractor of Franchisee: (1) as necessary to enforce the City's rights or assess compliance with the Franchise and applicable law; or (2) as may be necessary in connection with any proceeding the City may or must conduct under applicable law with respect to the Franchisee's Cable System. Franchisee is responsible for producing the information requested. The material shall be produced at the Office of the Mayor or his/her designee unless the City agrees to inspection at another location. Material that the City

requires the Franchisee to produce under this section shall be produced upon notice, within a reasonable time after the request for production, taking into account the volume, complexity and availability of the requested materials. Requests for extensions of time to respond shall not be unreasonably denied.

16.2 The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Franchisee makes the City aware of such confidentiality. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Franchisee in advance so that Franchisee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Franchisee's books and records marked confidential, as set forth above, to any Person.

SECTION 17. PERFORMANCE MONITORING

17.1 Triennial Review

A. During the years which commence on the third and/or sixth anniversaries of the Effective Date of the Franchise, and every third year thereafter, the City may commence a review of the Franchisee's performance under the Franchise. As part of this review, the City may consider: (1) whether the Franchisee has complied with its obligations under the Franchise and applicable law; (2) whether customer service standards, technical standards, or bond requirements are adequate, inadequate, or excessive; and (3) other issues as may be raised by the Franchisee, the City, or the public.

B. The City shall conduct at least one public hearing at a lawfully noticed Common Council meeting to provide the Franchisee and the public the opportunity to comment on the Franchisee's performance and other issues considered as part of this review.

17.2 Reopener

A. The City may, at any point after the third anniversary of the Effective Date of this Franchise, commence a review to examine changes which either the City or the Franchisee wish to make to the Franchise Agreement. The process of examining potential changes to the Franchise Agreement shall be undertaken by the City in a manner which ensures that the Franchisee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance, local regulatory environment, community needs and interests and other such factors. Both the City and the Franchisee agree to make a full and good faith effort to participate in the process contemplated by this Section 17.2.

B. The City shall conduct a public hearing to provide the public the opportunity to comment on the issues which are being considered in the franchise reopener process.

C. If the City invokes the franchise reopener process, it shall provide to the Franchisee a description of the proposed franchise changes. In order to provide the Franchisee adequate opportunity for reasonable input, the Franchisee shall submit a document responding to the City's proposed franchise changes. The Franchisee may submit a request for clarification to the City should such clarification be necessary in order for the Franchisee to prepare a written response.

D. If the Franchisee requests that the City invoke the franchise reopener process, it shall submit to the City a document describing the specific franchise changes requested and any resulting improvements, reductions, or modifications in services or products to be provided to the public.

E. Following receipt and analysis of any document containing information relevant to proposed franchise changes from the Franchisee, the City and the Franchisee shall negotiate in good faith. If the parties are unable to reach agreement within ninety (90) days of the date negotiations commence (or a longer period if agreed to by the City and Franchisee), either party may commence a mediation process in accordance with Section 17.2. F.

F. The City and Franchisee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator. If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the permanent mediator, either party may terminate further mediation by sending written notice to the other. Each party shall pay the costs of the temporary mediator it selects. The costs of a permanent mediator shall be borne equally by the parties. The other costs associated with mediation shall be borne, equally and separately, by the parties.

G. At the completion of the process under paragraph D the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the approval of the New York State Public Service Commission.

H. At the completion of the process under paragraphs E and F (if mediation is undertaken) the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the agreement of the Franchisee and approval of the New York State Public Service Commission.

17.3 Franchisee Cooperation. The Franchisee shall cooperate in the triennial reviews and the reopener process described in this section.

17.4 Exercise of Authority. The City may exercise appropriate regulatory authority under the provisions of this Franchise and applicable law, as amended from time to time.

SECTION 18. INDEMNIFICATION AND INSURANCE

18.1 Indemnification. The Franchisee shall, by acceptance of the Franchise granted herein, defend the City, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold the City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, arising out of the construction or operation of the Cable System, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the City shall give the Franchisee written notice of its obligation to indemnify the City at least (10) calendar days prior to the deadline for responding to the claim or action, and if no deadline exists, within thirty (30) days of City's receipt of the claim or action. In the event any

such claim arises, the City shall tender the defense thereof to the Franchisee and the Franchisee shall have the right to defend, settle or compromise, at no cost to the City, any claims arising hereunder and the City shall cooperate fully herein with such defense to the extent permitted by law. If the City determines in good faith that its interests cannot be represented by the Franchisee, the Franchisee shall be excused from any obligation to represent the City but the Franchisee shall continue to indemnify the City and hold the City, its officers, boards, commissions, agents, and employees harmless. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System, including any PEG channels.

18.2 Insurance.

- A. The Franchisee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, \$3,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$2,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$5,000,000 per occurrence

- B. The City shall be added as an additional insured, arising out of work performed by Franchisee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. Within thirty (30) days after the approval of this Franchise Agreement by the New York State Public Service Commission, the Franchisee shall provide the City's Corporation Counsel copies of the certificates of insurance required by this Agreement for approval by the Corporation Counsel in compliance with the requirement that such insurance be provided by an insurance company licensed to do business in New York State and the policies and amounts comply with the terms herein.

SECTION 19. MISCELLANEOUS

19.1 Effect of Preemption; Federal and State Law. If the City's ability to enforce any Franchise provision is finally and conclusively preempted, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a change in law, the provision would again be enforceable, it shall be enforceable and the Franchisee will comply with all obligations thereunder after receipt of notice from the City.

19.2 Compliance with Laws. This Franchise shall be subject to the generally applicable, non-discriminatory provisions of the Syracuse Special Acts, Local Laws, and Ordinances. The Franchisee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Franchisee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police

power, the City may not take any unilateral action which materially changes the mutual promises in this Franchise.

19.3 Force Majeure. The Franchisee shall not be deemed in default or non-compliance with provisions of its Franchise where performance was rendered impossible by war, riots, civil disturbance, floods, other natural catastrophes, or similar events beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such non-compliance, provided the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, streets, public property, or private property.

19.4 Severability. If any provision of this Franchise Agreement is held by a court or by any federal or State agency of competent jurisdiction to be invalid as conflicting with any federal or State law, rule, or regulation now or hereafter in effect, the validity of the remaining sections hereof shall not be affected. Furthermore, the City and the Franchisee shall negotiate the necessary changes to the Franchise to reflect the intent of the parties on the particular issue that has been deemed invalid or in conflict.

19.5 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any persons other than the parties to this Agreement.

19.6 Written Notice. Notices shall be given as follows:

To the City:

City of Syracuse
Office of the Mayor
233 East Washington Street
Syracuse, New York 13202

City of Syracuse
Office of Corporation Counsel
300 City Hall
Syracuse, New York 13202
with copies to: Commissioner of Finance

To Franchisee:

Charter Communications
Attn: Director, Government Affairs
6005 Fair Lakes Rd
East Syracuse, NY 13057

Copy to:

Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave NW, Suite 400W
Washington, DC 20001

Notice shall be deemed given three (3) business days after posting with pre-paid postage, first class mail, or immediately upon hand-delivery to the person identified above, at the address specified above.

19.7 New York State Law Applies. Except as to matters which are governed solely by federal law, this Franchise will be governed by and construed in accordance with the laws of the State of New York.

19.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Franchisee and the City and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

SECTION 20. ADDITIONAL CITY REQUIREMENTS

- a. The City shall have the right, during the term of this Franchise, to install and maintain free of charge, upon the poles owned by the Franchisee, any wire and pole fixtures for a police, fire or civil defense system, on the condition that such wire and pole fixtures do not interfere with the System operation.
- b. The Franchisee shall maintain an office in the City which shall be open during all usual business hours, shall have a publicly listed telephone and shall be so operated to receive complaints and requests for repairs or adjustments on a 24-hour basis. The Franchisee shall maintain sufficient telephone service to permit subscribers and users to communicate with the Franchisee without excessive delay.
- c. Franchisee shall furnish the City with a current 10-K upon request.
- d. Upon the Effective Date, Franchisee will offer, without charge and on a voluntary basis, one outlet of and equipment for, basic service tier Cable Service to the locations listed in Exhibit A hereto, provided that the locations are located up to 150 feet from Charter's existing distribution system. The Cable Service provided pursuant to this Section shall not be used for commercial purposes. The City shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Franchisee's Cable System. The Franchisee may, upon request, install additional installations or relocate installations and provide additional cable services on commercial terms. To the extent that Franchisee ceases its voluntary municipal service program, Charter will provide the City with ninety (90) days' advance written notice of its intent to cease the program.
- e. Franchisee shall apply for a certificate of confirmation from the New York State Public Service Commission within sixty (60) days of executing this Agreement with the City.

City of Syracuse, NY

By: _____

Date: _____

ATTEST:

(City Clerk)

APPROVED this _____ day of _____ 2023.

BY:

(Corporation Counsel)

City of Syracuse's Signature Notarized by:
State of New York
County of Onondaga

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: _____

Notary Public in and for the State of New York

Printed name of Notary

Spectrum Northeast, LLC

By: _____

Date: _____

Spectrum Northeast, LLC's Signature Notarized by:
State of _____
County of _____

On the ____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: _____

Notary Public in and for the State of _____

Printed name of Notary

EXHIBIT A

CITY LOCATIONS FOR CABLE TELEVISION SERVICE

City Offices:

City Hall, 233 East Washington Street, Syracuse, NY 13202

Water Department, 101 N Beech Street, Syracuse, NY 13210

DPW, 1200 Canal Street, Syracuse NY 13210

City-Owned Building Community Centers:

Northeast Community Center, 716 Hawley Ave, Syracuse, NY 13203

Westcott Community Center, 826 Euclid Ave, Syracuse, NY 13210

Syracuse Community Connections, 401 South Ave, Syracuse NY 13204

Syracuse Fire Department:

3801 Midland Ave, Syracuse, NY 13205

110 N Geddes St., Syracuse, NY 13204

400 Shuart Ave, Syracuse, NY 13203

2412 S Salina St, Syracuse, NY 13205

511 S State St, Ste 604, Syracuse, NY 13202

312 State Fair Blvd, Apt 1, Syracuse, NY 13204

808 Bellevue Ave, Syracuse, NY 13204

2317 Burnet Ave, Syracuse, NY 13206

900 S State St, Syracuse NY, 13202

2030 E Genesee St, Syracuse NY 13210

2300 Lodi St, Syracuse NY 13208

601 S West St, Syracuse NY 13202

Syracuse Police Department:

4141 S Salina St, Syracuse, NY 13205

2109 Erie Blvd E, Syracuse, NY 13224

511 S State St, FL 4, Syracuse, NY 13202

Libraries:

113 Nichols Ave, Syracuse, NY 13206

Schools:

HW Smith School, 1130 Salt Springs Rd, Syracuse, NY 13224

Institute of Technology at Syracuse Central, 258 East Adams St, Syracuse, NY 13202

Syracuse Housing Authority

338 Gifford St, Syracuse, NY 13204

328 Fabius St, Syracuse, NY 13204

418 Fabius St, Syracuse, NY 13204

100 Pastime Dr, Syracuse, NY 13208

218 New St, Syracuse, NY 13202



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

Corporation Counsel
Susan R. Katzoff

**First Assistant
Corporation Counsel**
Joseph W. Barry III

**Senior Corporation
Counsel**
Todd M. Long
Meghan E. Ryan

**First Assistant Senior
Corporation Counsel**
John C. Black Jr.
Catherine E. Carnrike
Amanda R. Harrington
Danielle B. Pires
Danielle R. Smith

**Assistant Corporation
Counsel**
Darienn P. Balin
John J. Connor
Valerie T. Didamo
Gregory P. Fair
Meira N. Hertzberg
Trevor McDaniel
Patrick J. Parkinson
Meir Teitelbaum
Zachary A. Waksman

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

Office 315 448-8400
Housing 315 448-8409
Fax 315 448-8381
Email law@syr.gov

www.syr.gov

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

August 30, 2023

Re: City-Spectrum Studio Equipment Donation Agreement

Dear Ms. McBride:

Please prepare legislation for the September 18, 2023 Common Council meeting to approve a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment. The equipment to be donated has an estimated value of \$4500.00

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

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

Very Truly Yours,



Joseph W. Barry III

First Assistant Corporation Counsel



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: September 5, 2023
SUBJECT: Donation Agreement – Spectrum Northeast, LLC (Spectrum)

Julie Castellitto
Assistant Director


On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment.

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

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

9/6/23
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



USED EQUIPMENT DONATION AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between Spectrum Northeast, LLC ("Transferor"), and the City of Syracuse, New York ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Removal of Equipment

1.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, Transferee will, at Transferee's sole cost and expense, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Transferor's offices at 815 Erie Blvd E., Syracuse NY 13210 ("Site").

1.2 The sole consideration to benefit Transferor as a result of the transactions contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to Transferor under the terms of this Agreement.

1.3 Effective upon Transferee's removal of the Equipment from the Site, Transferor hereby transfers, assigns, and conveys to Transferee all interest in and to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 The Equipment will be conveyed to Transferee "as is." Transferor makes no warranties, express or implied, whether of title, merchantability, or fitness for any particular purpose or use or otherwise, on the Equipment.

2.2 Under no circumstances will Transferor be liable to Transferee for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Spectrum Northeast, LLC

By: _____

Date: _____

Authorized Signatory

City of Syracuse, New York

By: _____

Date: _____

Authorized Signatory



EXHIBIT A EQUIPMENT SCHEDULE

Qty	Brand	Model Number	ITEM
1	Apple	iMac 27"	Desktop Editing - OSX 10.13.6 w/ FC Pro
1	Apple	Mac Pro	Desktop Editing OSX 10.11.6 w/ FC Pro
1	JVC	AA-VF8-KR	Battery Charger
1	JVC	GY-HM100U	Field Camera
2	JVC	BN-VF8	Field Camera Battery
1	Sony	MDR-7506	Headphones
1	Strand	N/A	Light Kit
3	Sony	ECM-55B	Microphone - Lavalier
1	Panasonic	VW-MC35	Shotgun Microphone
1	Manfrotto	055XPROB	Tripod
3	Videotek	ADA-16	Audio Distribution Amplifier
1	ClearCom	MS-222	Audio Main Station - 2 Channel
1	Mackie	1604-VLZ Pro	Audio Mixer - 16 Channel
1	N/A	N/A	Backdrop
4	Ikegami	BS-399	Camera Base Station
3	Ikegami	OCP-200	Camera Control Unit
3	Ikegami	HK-399PW	Cameras w/ Viewfinders
1	Compix	N/A	Character Generator
1	Denon	DN-C630	Compact Disc Player
1	dbx	166XL	Compressor Limiter
1	Dell	1708FPf	Computer Monitor-Compix
1	Toshiba	32AV502RZ	Confidence Monitor 32"
1	Grass Valley	N/A	Distribution Amplifier Frame
1	Panasonic	AJ-D650	DVCPRO Recorder
1	HP	SG112-24	Ethernet Switch - 24- Port
1	Leitch	DPS 475	Frame Synchronizer
4	Telex	PH75	Headphones
1	ClearCom	PIC-4000B	IFB Controller
10	Clearcom	TR-501	Intercom Headset Receiver
2	ClearCom	MS-812A	Intercom Station - Master
3	Canon	YJ19x9B4 KRS SX12	Lenses - Studio Camera
8	Brightline	N/A	Light - Housing and grate - Studio
6	Brightline	1.2D	Light - Studio
1	Element	N/A	Monitor 19"
1	Ikegami	TM14-17R	Monitor, Color
1	Sharp	LC50LE442U	Signal Monitor 50"
1	Fostex	6301B	Speaker
1	Symetrix	420	Stereo Power Amplifier
1	Ikegami	HK-399PW	Studio Camera (No lens)
1	Panasonic	AJ-SD93	Video Cassette Recorder
1	Ross	Synergy 2	Video Production Switcher
1	Mackie	1202-VLZ Pro	Audio Mixer - 12 Channel

Charter

COMMUNICATIONS

1	Vizio	E390VL	Signal Monitor 39"
1	Sony	PVM8042O	Video Monitor in Portabrace case
1	Shure	M267	Microphone Mixer
4	Sony	ECM-77B	Microphone - Lavalier

PURPOSE:

PEG Equipment donation to Transferee to set up a PEG studio.

DRAFT

Ordinance No.

2023

**ORDINANCE AUTHORIZING CONTRACT
WITH THE BONADIO GROUP RELATIVE TO
PROVIDING AUDIT SERVICES FOR THE CITY**

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

WHEREAS, the Mayor has waived the RFP process and has approved the retention of The Bonadio Group, under the following terms:

- (1) The Bonadio Group shall provide audit services of certain Engineering consultant contracts funded by grants from the New York State Department of Transportation on an as needed basis on behalf of the Office of Management and Budget;
- (2) The term of this contract shall be from the date of execution through June 30, 2025;
- (3) The City shall pay to The Bonadio Group an estimated amount of \$7,000.00 to \$10,000.00 per grant reviewed; 80% of all costs associated with these audits are eligible for reimbursement by the Federal Government and New York State.

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 contract shall be charged to the Project Grant Account #07.599807 or another appropriate account as designated by the Commissioner of Finance.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 5, 2023

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Legislative Request for a Wavier of the RFP Process to Enter an Agreement

Dear Ms. McBride:

On behalf of the Department of Finance, please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of the RFP process and to enter into an agreement with the Bonadio Group for the audit of certain Engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the City's annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grand account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



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: September 5, 2023
SUBJECT: Waiver of the RFP Process & Contract– The Bonadio Group


On behalf of the Department of Finance, I am requesting a waiver of the RFP process and to enter into a professional service contract with the Bonadio Group for the audit of certain Engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the City's annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grant account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

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

9/6/23
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



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

Michael Cannizzaro, CPA
Commissioner of Finance

Annemarie Deegan
First Deputy Commissioner

Veronica H. Voss
Deputy Commissioner

TO: Timothy Rudd

FROM: Michael Cannizzaro (MC)

DATE: August 31, 2023

RE: Waiver of the RFP Process - authorizing a professional service contract with The Bonadio Group for the audit of certain Engineering consultant contracts.

I recommend a waiver of the RFP Process to retain the Bonadio Group for the audit of certain engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the city's annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grant account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

cc:
Frank Caliva
Mary Robison

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

Office 315 448 8279

www.syr.gov

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING CONTRACT
WITH CIVICPLUS RELATIVE TO THE
MAINTENANCE COSTS OF THE SEECCLICKFIX
SOFTWARE FOR 2022 AND 2023**

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

WHEREAS, the Mayor has waived the RFP process and has approved the retention of CivicPlus under the following terms:

- (1) CivicPlus shall provide maintenance services for the SeeClickFix software product, the software platform for the SYRCityLine constituent service request portal;
- (2) The term of the agreement shall be effective as of January 1, 2022 through December 31, 2023; and
- (3) The City shall pay CivicPlus an amount not to exceed \$125,589 for all services to be provided under this agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account #16800-540530 or another appropriate account as designated by the Commissioner of Finance.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

September 5, 2023

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

RE: Request for Legislation

Dear Ms. McBride:


On behalf of the Office of Analytics, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting to waive the RFP process and to enter into an agreement with CivicPlus to cover the maintenance costs of the SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. The total amount shall not exceed \$125,589 and will be charged to an account 16800.540530 or as determined by the Commissioner of Finance. Through this letter, the Office of Analytics, Performance & Innovation is requesting authorization to use Fiscal Year 2023 funds as this covers outstanding payments from previous years.

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

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



OFFICE OF ANALYTICS, PERFORMANCE & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

Nicolas Diaz
Chief Innovation &
Data Officer

Conor Muldoon
Deputy Chief
Innovation & Data
Officer

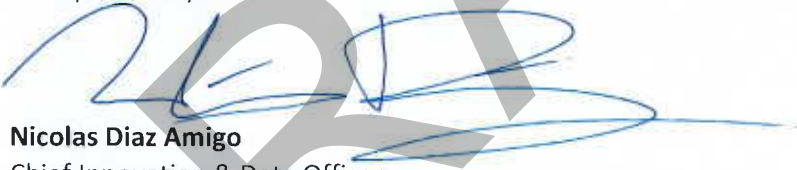
Timothy Rudd
Director of Management & Budget
233 E. Washington Street
Syracuse, NY 13202

RE: Waiver of the RFP Process – CivicPlus/SeeClickFix

Dear Mr. Rudd,

Please submit legislation to request a waiver of the RFP process to enter into an agreement with CivicPlus to cover the maintenance costs of their SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. Total amount shall not exceed \$125,589 and will be charged to an account 16800-540530, as determined by the Commissioner of Finance. Through this letter, I am also requesting authorization to use Fiscal Year 2023 funds as this cover outstanding payments from previous years.



Nicolas Diaz Amigo
Chief Innovation & Data Officer
Office of Analytics, Performance and Innovation



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: September 5, 2023
SUBJECT: Waiver of RFP Process & Agreement – CivicPlus

On behalf of the Office of Analytics, Performance, & Innovation, I am requesting a waiver of the RFP process and to enter into an agreement with CivicPlus to cover the maintenance costs of the SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. The total amount shall not exceed \$125,589 and will be charged to an account 16800.540530 or as determined by the Commissioner of Finance. Through this letter, the Office of Analytics, Performance & Innovation is requesting authorization to use Fiscal Year 2023 funds as this covers outstanding payments from previous years.

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



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.syrgov.net

Ordinance No.

2023

ORDINANCE AMENDING ORDINANCE NO. 283-2022 AS LAST AMENDED BY ORDINANCE NO. 318-2023 AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE HARVARD KENNEDY SCHOOL GOVERNMENT PERFORMANCE LAB AT HARVARD UNIVERSITY (“GOVERNMENT PERFORMANCE LAB” OR “GPL”) RELATIVE TO PROVIDING THE CITY OF SYRACUSE WITH TECHNICAL ASSISTANCE IN DEVELOPING AND EXECUTING INNOVATIVE INITIATIVES RELATIVE TO THE CITY’S PROCUREMENT PROCESS

BE IT ORDAINED, that Ordinance No. 318-2023 last amended by Ordinance No. 283-2022 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with the Harvard Kennedy School Government Performance Lab at Harvard University (“Government Performance Lab” or “GPL”) relative to providing the City of Syracuse with technical assistance in developing and executing innovative initiatives relative to the city’s procurement process that complies with the laws of the City of Syracuse and New York State; and

BE IT FURTHER ORDAINED, that the term of this Memorandum of Understanding shall be for a period of one (1) year effective as of the date of execution of the agreement; the term of this Memorandum of Understanding was extended for an additional one (1) year period effective as of the date of execution of the agreement; the term of this Memorandum of Understanding is hereby extended through April 30, 2025; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the services provided pursuant to the Memorandum of Understanding authorized herein; and

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

_____ = new material

DRAFT



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

September 5, 2023

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

RE: Request for Legislation

Dear Ms. McBride:

On behalf of the Office of Analytics, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting to extend the terms of the contract with Harvard Kennedy School Government Performance Lab at Harvard University (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance #283-2022, most recently amended by Ordinance #318-2023, which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

The Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding.

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

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



OFFICE OF ANALYTICS, PERFORMANCE, & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

08/22/2023

Nicolas Diaz
Chief Innovation and
Data Officer

Timothy Rudd
Director of Management & Budget
233 E. Washington Street
Syracuse, NY 13202

Subject: Request for Approval of Contract Extension with Harvard Kennedy School Government Performance Lab (Second Amend)

Dear Mr. Rudd,

I am writing to request your assistance in obtaining Mayoral and Council approval for an extension of the contract with the Harvard Kennedy School Government Performance Lab (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance No. 318 (Ordinance Amendment to ordinance #283-2022), which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

I'd like to note that the Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding. Thank you for your dedication to our shared goals.

Your assistance in this matter is greatly appreciated.

Sincerely,

X

Nicolas Diaz

**Office of Accountability,
Performance &
Innovation**
233 E Washington St
City Hall, Room 219
Syracuse, N.Y. 13202

www.syr.gov.net

Nicolas Diaz
Chief Innovation & Data Officer
Office of Analytics, Performance and Innovation
City of Syracuse

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

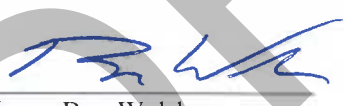
TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: September 5, 2023
SUBJECT: Amend Ordinance – Harvard Kennedy School Government Performance Lab (GPL)

On behalf of the Office of Analytics, Performance, & Innovation, I am requesting the City of Syracuse to extend the terms of the contract with Harvard Kennedy School Government Performance Lab (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance #283-2022, most recently amended by Ordinance #318-2023, which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

The Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding.

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

9/6/23
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2023

**ORDINANCE COMPROMISING CLAIM
AGAINST THE CITY OF SYRACUSE**

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:

Aurelia Giardina v. City of Syracuse;
Onondaga County Supreme Court Index No.: 004454/2023
Settlement Amount: \$90,000.00

BE IT FURTHER ORDAINED, that the Corporation Counsel be and hereby is authorized to execute any and all documents necessary to settle the aforementioned matter; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance shall make payment of the settlement amount to Aurelia Giardina and DeMore Law Firm; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to Judgment and Claims Account #599308.01.93000 or another appropriate account as designated by the Commissioner of Finance.



16

DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

Corporation Counsel
Susan R. Katzoff

**First Assistant
Corporation Counsel**
Joseph W. Barry III

**Senior Corporation
Counsel**
Todd M. Long
Meghan E. Ryan

**First Assistant Senior
Corporation Counsel**
John C. Black Jr.
Catherine E. Carnrike
Amanda R. Harrington
Danielle B. Pires
Danielle R. Smith

**Assistant Corporation
Counsel**
Darienn P. Bqlin
John J. Connor
Valerie T. Didamo
Gregory P. Fair
Meira N. Hertzberg
Trevor McDaniel
Patrick J. Parkinson
Meir Teitelbaum
Zachary A. Waksman

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

Office 315 448-8400
Housing 315 448-8409
Fax 315 448-8381
Email law@syr.gov

www.syr.gov

September 5, 2023

VIA HAND DELIVERY

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

Re: *Aurelia Giardina v. City of Syracuse*
Onondaga County Supreme Court Index No.: 004454/2023

Dear Ms. McBride:

Please place on the Common Council agenda for its meeting of September 18, 2023, a proposed settlement agreement for the above lawsuit. This personal injury stems from trip and fall at the Clinton Square Ice Rink in December 2022. While the City of Syracuse generally denies the allegations made in the complaint, we believe it is in the best financial interest to settle this matter.

The proposed settlement value is for \$90,000.00, which will be charged to the Judgement and Claims Account No. 599308.01.93000. The check should be made out to: Aurelia Giardina and DeMore Law Firm.

Being that this matter involves matters subject to privilege, the Office of the Corporation Counsel requests that any details regarding this matter be discussed with the Common Council in executive session.

Thank you for your assistance.

Sincerely,

Susan R. Katzoff
Corporation Counsel

SRK/drs

Ordinance No.

2023

**ORDINANCE CONFIRMING APPOINTMENT BY
THE MAYOR TO THE BUREAU OF
ADMINISTRATIVE ADJUDICATION**

BE IT ORDAINED, pursuant to Section 381 of the NYS General Municipal Law and Local Law No. 9-2017, this Common Council hereby confirms the appointment by the Honorable Ben Walsh, Mayor of the City of Syracuse, of Leah Witmer to serve as the Director of the Bureau of Administrative Adjudication; and

BE IT FURTHER ORDAINED, that in accordance with the legislation establishing the Bureau, this position shall be for a five (5) year term.



OFFICE OF THE MAYOR

MAYOR BEN WALSH

August 30, 2023

Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13205

Dear Ms. McBride,

Please prepare the necessary legislation for the Common Council agenda, which would confirm the Mayor's re-appointment of Leah Witmer as the Director of the Bureau of Administrative Adjudication. The appointment will be for an additional five-year term.

Sincerely,

Ben Walsh
Mayor

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

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Ordinance No.

2023

**ORDINANCE AUTHORIZING CORRECTION OF
RECORDS RELATIVE TO THE 2017/2018,
2018/2019, 2019/2020, 2020/2021, 2021/2022 AND
2023/2024 ASSESSMENT ROLLS**

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

DRAFT

IS

SHOULD BE

455 North Franklin, LLC
455 North Franklin Street & Plum Street
0230000906
118.-08-9.1
LAND - \$442,000
FULL - \$4,900,000
CITY TAXABLE - \$0
COUNTY TAXABLE - \$0
SCHOOL TAXABLE - \$0
WATER TAXABLE - \$0
EXEMPTION - 18020 - \$4,900,000
ALL OTHER CHARGES AS BILLED

Merluzzi, Martin A.
211 Lincoln Park Drive
0652002800
019.-14-06.0
LAND - \$25,100
FULL - \$150,000
CITY TAXABLE - \$150,000
COUNTY TAXABLE - \$150,000
SCHOOL TAXABLE - \$150,000
EXEMPTION - None - \$0
ALL OTHER CHARGES AS BILLED

Jahiu, Avni
201 South Midler Avenue & Northcliff Road
0561103600
024.-26-38.0
LAND - \$14,700
FULL - \$85,000
SKC01 - Commercial Sidewalk - \$120
ALL OTHER CHARGES AS BILLED

455 North Franklin, LLC
455 North Franklin Street & Plum Street
0230000906
118.-08-09.1
LAND - \$442,000
FULL - \$4,900,000
CITY TAXABLE - \$4,900,000
COUNTY TAXABLE - \$4,900,000
SCHOOL TAXABLE - \$4,900,000
WATER TAXABLE - \$4,900,000
EXEMPTION - None - \$0
ALL OTHER CHARGES AS BILLED

Merluzzi, Martin A.
211 Lincoln Park Drive
0652002800
019.-14-06.0
LAND - \$25,100
FULL - \$150,000
CITY TAXABLE - \$112,370
COUNTY TAXABLE - \$150,000
SCHOOL TAXABLE - \$112,370
EXEMPTION - 41836 - \$37,630
ALL OTHER CHARGES AS BILLED

Jahiu, Avni
201 South Midler Avenue & Northcliff Road
0561103600
024.-26-38.0
LAND - \$14,700
FULL - \$85,000
SKR01 - Residential Sidewalk - \$40
ALL OTHER CHARGES AS BILLED

IS

SHOULD BE

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-4.2
COUNTY SEWER – 1 UNIT - \$469.36
ALL OTHER CHARGES AS BILLED

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-04.2
COUNTY SEWER – 0 UNIT - \$0
ALL OTHER CHARGES AS BILLED

CORRECT 2020/21 ASSESSMENT ROLL

IS

SHOULD BE

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-4.2
COUNTY SEWER – 1 UNIT - \$462.08
ALL OTHER CHARGES AS BILLED

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-04.2
COUNTY SEWER – 0 UNIT - \$0
ALL OTHER CHARGES AS BILLED

CORRECT 2019/20 ASSESSMENT ROLL

IS

SHOULD BE

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-4.2
COUNTY SEWER – 1 UNIT - \$453.32
ALL OTHER CHARGES AS BILLED

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-04.2
COUNTY SEWER – 0 UNIT - \$0
ALL OTHER CHARGES AS BILLED

CORRECT 2018/19 ASSESSMENT ROLL

IS

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-4.2
COUNTY SEWER – 1 UNIT - \$433.28
ALL OTHER CHARGES AS BILLED

SHOULD BE

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-04.2
COUNTY SEWER – 0 UNIT \$0
ALL OTHER CHARGES AS BILLED

CORRECT 2017/18 ASSESSMENT ROLL

IS

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-4.2
COUNTY SEWER – 1 UNIT - \$443.28
ALL OTHER CHARGES AS BILLED

SHOULD BE

Lum, Daniel
105 Gebhardt Avenue
0231000050
008.-06-04.2
COUNTY SEWER – 0 UNIT - \$0
ALL OTHER CHARGES AS BILLED



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

18

September 1, 2023

Matthew D. Oja
Commissioner

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Michael A. Lehmann
Deputy Commissioner

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

Re: Request for Legislation – Correction of Records

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the Commissioner of Finance to correct his records according to the changes to the 2023/2024 assessment roll outlined in Appendix "A" (attached) and 2021/2022, 2020/2021, 2019/2020, 2018/2019, and 2017/2018 assessment rolls outlined in Appendix "B" (attached).

These properties have been reviewed and we find that the corrections to be made are in order.

Sincerely,



Matthew D. Oja
Commissioner of Assessment

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

Office 315 448 8270

assessment@syr.gov

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

3

Resolution No.

2023

**RESOLUTION APPOINTING MEMBER TO THE
BOARD OF ASSESSMENT REVIEW**

BE IT RESOLVED, by this Common Council that the individual set forth below be and hereby is appointed to serve a five-year term on the Board of Assessment Review on administrative hearing panels, as authorized by Section 523 of the Real Property Tax Law. Such term shall expire on September 30, 2028.

NAME

ADDRESS

Susan Straub

200 Nichols Avenue

BE IT FURTHER RESOLVED, that the aforementioned shall be compensated for said services at the current rate applicable to members of the Board of Assessment Review.



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

19

September 1, 2023

Matthew D. Oja
Commissioner

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Michael A. Lehmann
Deputy Commissioner

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

Re: Request for Legislation – Reappointment of Susan Straub to Board of Assessment Review

Please prepare legislation for the next Common Council meeting to reappoint incumbent Susan Straub, of 200 Nichols Avenue, to a five-year term as a member of the Board of Assessment Review, pursuant to Section 523 of the New York State Real Property Tax Law. This term will run through September 30, 2028.

Since her initial appointment in 2018, Ms. Straub has admirably served the public in her role on the Board of Assessment Review.

Board members meet approximately 25 times during the first quarter of the calendar year to hear and adjudicate complaints regarding real property assessments. They are paid between \$125 and \$150 per session.

Sincerely,

Matthew D. Oja
Commissioner of Assessment

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

Office 315 448 8270
assessment@syr.gov

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4

**ORDINANCE AUTHORIZING A CONTRACT
WITH FISHER ASSOCIATES, JMT OF NEW
YORK INC, CREIGHTON MANNING
ENGINEERING LLP, AND BARTON &
LOGUIDICE D.P.C RELATIVE TO PROVIDING
TRAFFIC AND TRANSPORTATION
ENGINEERING SERVICES**

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

WHEREAS, a Request for Proposal (RFP) was conducted for Traffic and Transportation Engineering services and the RFP Committee recommended that Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. be awarded the contract; and

WHEREAS, the Mayor has approved the retention of Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., under the following terms:

- (1) Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. shall provide the required traffic and transportation engineering services, including but not limited to design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items, on behalf of the Department of Public Works on an as needed basis;
- (2) This contract is for a one-year period effective from the date of the execution of the contract with the option of two (2) one (1) year renewals subject to the approval of the Mayor and Common Council;
- (3) The City shall pay to Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C an amount not to exceed \$275,000.00 for the first year of this agreement to be paid on a time-and-expense basis for all services under this amended agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is

authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to the Department of Public Works professional services account #541500.01.81800 or another appropriate account as designated by the Commissioner of Finance.

DRAFT



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

20

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

August 23, 2023

Ms. Patricia McBride
City Clerk
City Hall, Room 230
Syracuse, NY 13202

RE: Traffic and Transportation Services RFP #23-290

Dear Clerk McBride:

Please prepare legislation for the next meeting of the Common Council to Authorize the City of Syracuse to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Sincerely,

A handwritten signature in blue ink that reads "Jeremy Robinson".

Jeremy Robinson
Commissioner of Public Works

10



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. Tim Rudd
Director of Management and Budget
City Hall, Room 213
Syracuse NY 13202

RE: Traffic and Transportation Services RFP #23-290

Dear Director Rudd:

Please prepare legislation for the next meeting of the Common Council to Authorize the City of Syracuse to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

Sincerely,

A handwritten signature in blue ink that reads "Jeremy Robinson".

Jeremy Robinson
Commissioner of Public Works

Dept. of Public Works
1200 Canal St. Extension
Syracuse, N.Y. 13210

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net



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: September 5, 2023
SUBJECT: Agreement RFP#23-290 – Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.


In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

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

9/6/23
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

** previously \$2.25



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 16, 2023

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

Re: Amend Annual Waiver Request for Disposal of Hard Fill

Dear Ms. McBride:


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

- Ordinance amending Ordinance #469-2023 authorizing the disposal of hard fill with T H Kinsella during the 2023/2024 fiscal year. Please change the rate per ton from \$2.25 to \$3.50 per ton and change the not to exceed amount from \$15,000 to \$20,000.

The Sewers Department will haul hard fill from dig jobs to T H Kinsella at a price of \$3.50 per ton. Expenditures are not to exceed \$20,000 and will be charged to account 06.81100.540552.

Thank you.

Sincerely,


Timothy M. Rudd
Director of Budget

cc: Jeremy Robinson, Commissioner of Public Works

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request to Amend Ordinance 469-2023 Waiver of Competitive Bid for the Disposal of Hard Fill with T H Kinsella

Dear Mr. Rudd:

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

- Ordinance amending Ordinance 469-2023 authorizing the disposal of hard fill with T H Kinsella during the 2023/2024 fiscal year. Please change the rate per ton from \$2.25 to \$3.50 per ton and change the not to exceed amount from \$15,000 to \$20,000.

The Sewers Department will haul hard fill from dig jobs to T H Kinsella at a price of \$3.50 per ton. Expenditures are not to exceed \$20,000 and will be charged to account 06.81100.540552.

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

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: Jeff Kohanski, Superintendent of Sewers & Streams
Robin St. Hilaire, Secretary to the Commissioner - DPW
Jenna Vendetti, Administrative Officer-DPW

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$38,803 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO PURCHASE 10 CART TIPPERS
ON BEHALF OF THE DEPARTMENT OF
PUBLIC WORKS**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$38,803.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to Account 08.599808.14905.800012922 or another appropriate account as determined by the Commissioner of Finance for the Department of Public Works; said funds are to be used to purchase ten (10) Cart Tippers for use with the City's solid waste collection, in the manner provided by law.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request Additional American Rescue Plan Act Funds to for Cart Tippers

Dear Ms. McBride:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803.00 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) Cart Tippers.

- Please prepare legislation for the upcoming meeting of the Common Council to appropriate funds to the City of Syracuse Department of Public Works, for (10) Cart Tippers in an amount not to exceed \$38,803.00.

This is for (10) Cart Tippers needed for cart roll out in an amount not to exceed of \$38,803.00. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

If you have any questions or need any additional information, please contact me at your convenience.

Sincerely,

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

Jeremy Robinson
Commissioner of Public Works

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. Tim Rudd
Director of Management and Budget
City Hall, Room 213
Syracuse NY 13202

Re: Request Additional American Rescue Plan Act Funds to for Cart Tippers

Dear Mr. Rudd:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803.00 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) Cart Tippers.

- Please prepare legislation for the upcoming meeting of the Common Council to appropriate funds to the City of Syracuse Department of Public Works, for (10) Cart Tippers in an amount not to exceed \$38,803.00.

This is for (10) Cart Tippers needed for cart roll out in an amount not to exceed of \$38,803.00. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

If you have any questions or need any additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Robinson".

Dept. of Public Works
1200 Canal St. Extension
Syracuse, N.Y. 13210

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Jeremy Robinson
Commissioner of Public Works



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: September 5, 2023
SUBJECT: Appropriation of Funds – Cart Tippers

On behalf of the Department of Public Works, I am requesting to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) cart tippers.

This is for ten (10) cart tippers needed for cart roll out in an amount not to exceed \$38,803. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

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

9/16/23
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



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

23-24

September 7, 2023

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Request for Legislation

Dear Ms. McBride:

On behalf of the Department of Engineering, please prepare legislation for the next scheduled Common Council meeting to authorize the City to enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the 181 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's 181 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

The city will engage Strategic Development Specialists, LLC, who will seek out and apply for all relevant grant funding, thus enabling the city to realize the full potential of this once in a century opportunity and incorporate a 'dig once' policy.

The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 599808.08.12105.800043722 to ARPA account 599808.08.12105.800011922, established by the Commissioner of Finance for the 181 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval. The term will be for one (1) year from the date of execution of the agreement.

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

Sincerely,

A handwritten signature in black ink that reads "Julie Castellitto".

Julie Castellitto
Assistant Director of Management and Budget

19



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

1 September 2023

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Timothy M. Rudd
Director of Budget
City Hall, Room 213
Syracuse, NY 13202

Re: Request for legislation – Approval to Enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the I81 Viaduct Project

Dear Mr. Rudd,

Please prepare legislation for consideration at the next meeting of the Common Council to authorize the City to enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the I81 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's I81 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

The city will engage Strategic Development Specialists, LLC, who will seek out and apply for all relevant grant funding, thus enabling the city to realize the full potential of this once in a century opportunity and incorporate a 'dig once' policy.

The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 08.8.12105.800043722 to ARPA account 08.8.12105.800011922, established by the Commissioner of Finance for the I81 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval.

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

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

If you have questions, please contact Joe Driscoll at 315-200-8136 or jdriscoll@syr.gov . Thank you for your consideration of this request.

Sincerely,



Mary E. Robison, P.E.
City Engineer

DRAFT



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management and Budget *QC*
DATE: September 7, 2023
SUBJECT: Agreement – Strategic Development Specialists, LLC

On behalf of the Department of Engineering, I am requesting that the City of Syracuse authorize permission to enter an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the 181 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one (1) year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's 181 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

The city will engage Strategic Development Specialists, LLC, who will seek out and apply for all relevant grant funding, thus enabling the city to realize the full potential of this once in a century opportunity and incorporate a 'dig once' policy.

The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 599808.08.12105.800043722 to ARPA account 599808.08.12105.800011922, established by the Commissioner of Finance for the 181 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval.


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

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

9/7/23

Date

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE ACTING THROUGH THE MAYOR TO ENDORSE AN APPLICATION BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) FOR THE RECONNECTING COMMUNITIES AND NEIGHBORHOODS PROGRAM (RCN) GRANT FOR FUNDING FOR TRANSPORTATION INFRASTRUCTURE PROJECTS, ESPECIALLY WITHIN THE NEW 15TH WARD NEIGHBORHOOD, ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) AND EXECUTE A MUNICIPAL ENDORSEMENT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE APPLICATION AS NECESSARY

BE IT ORDAINED, that the Mayor be and he hereby is authorized to endorse the Grant application, on behalf of the City of Syracuse, by the New York State Department of Transportation (NYSDOT), for funding from the Reconnecting Communities and Neighborhoods Program (RCN), which is administered by the United States Department of Transportation (USDOT); said funds will be used by NYSDOT for transportation infrastructure projects, said funds will be used to address legacy harms from transportation infrastructure by supporting the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15th Ward neighborhood no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a municipal endorsement of the grant application, execute any related contracts or any other written instruments associated with the RCN grant as necessary and as approved by the Corporation Counsel.



25

Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

Janet L. Burke
Director, Bureau of
Research

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

Re: Municipal Endorsement of NYSDOT's Application to USDOT's Reconnecting Communities and Neighborhoods (RCN) Program for funding to redress the legacy of harm from transportation infrastructure

Ms. McBride,

Please prepare legislation for the upcoming Common Council Meeting for a Municipal Endorsement from the City of Syracuse (City) of the New York State Department of Transportation's (NYSDOT) application to the U.S. Department of Transportation's Reconnecting Communities and Neighborhoods (RCN) program.

The RCN Notice of Funding Opportunity (NOFO) solicits proposals for the Regional Partnerships Challenge led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. As indicated by the U.S. Department of Transportation, a letter of support, Memorandum of Understanding, or formal partnership endorsement is required to apply for the Regional Partnerships Challenge grant.

This Municipal Endorsement makes it clear to USDOT, NYSDOT, and application reviewers that the City is committed to the collaboration and partnership required to execute on the transportation infrastructure projects, especially within the New 15th Ward neighborhood.

Please contact Michael Collins with any questions at mcollins@syr.gov or x8109.

Sincerely,

A handwritten signature in blue ink that reads "Janet L. Burke".

Janet Burke
Director of Research

Bureau of Research
233 E Washington St.
Room 419
Syracuse, N.Y. 13202

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE MAYOR TO
CO-SUBMIT AN APPLICATION WITH THE NEW
YORK STATE DEPARTMENT OF
TRANSPORTATION (NYSDOT) FOR A
RECONNECTING COMMUNITIES AND
NEIGHBORHOOD (RCN) GRANT FROM THE
UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT) UNDER THE
NEIGHBORHOOD ACCESS AND EQUITY
DISCRETIONARY GRANT PROGRAM (NAE)
FOR UP TO \$180,000,000 TO ADDRESS LEGACY
HARMS FROM TRANSPORTATION
INFRASTRUCTURE 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 co-submit an application with the New York State Department of Transportation (NYSDOT) to the United States Department of Transportation (USDOT) under the Neighborhood Access and Equity Discretionary Grant Program (NAE) for a Reconnecting Communities and Neighborhoods (RCN) grant through the Regional Partnership Challenge in an amount not to exceed \$180,000,000; said funds will be used to address legacy harms from transportation infrastructure by supporting the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15th Ward neighborhood; no City matching funds are required; 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.

DRAFT



26

Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

Janet L. Burke
Director, Bureau of
Research

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

Re: Authorization to co-apply, with NYSDOT serving as the lead applicant, to USDOT's Reconnecting Communities and Neighborhoods (RCN) Program for funding to redress the legacy of harm from transportation infrastructure

Ms. McBride,

Please prepare legislation for the upcoming Common Council Meeting authorizing the City of Syracuse (City) to co-apply to the U.S. Department of Transportation's Reconnecting Communities and Neighborhoods (RCN) program. This legislation will also permit the City to enter contract with the New York State Department of Transportation (NYSDOT), serving as lead funding applicant, if funding is awarded.

The RCN Notice of Funding Opportunity (NOFO) solicits proposals for the Reconnecting Communities Pilot discretionary grant program, established by the Bipartisan Infrastructure Law (BIL), and for the newly created Neighborhood Access and Equity (NAE) discretionary grant program, established by the Inflation Reduction Act (IRA).

NYSDOT and the City plan to pursue NAE funding through the Regional Partnerships Challenge for an estimated award of \$150-180 million. These resources will support the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15th Ward neighborhood. No local match is required.

Please contact Michael Collins with any questions at mcollins@syr.gov or x8109.

Sincerely,

Janet Burke
Director of Research

Bureau of Research
233 E Washington St.
Room 419
Syracuse, N.Y. 13202

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

27 37

General Ordinance No.

2023

**ORDINANCE APPROVING A SPECIAL PERMIT
FOR A CAR WASH ON PROPERTY SITUATED
AT 1001 EAST BRIGHTON AVENUE**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on August 7, 2023 pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Brighton Mews, LLC, owner, and Joe Hucko, applicant, for a special permit for a car wash on property situated at 1001 E Brighton Avenue, Syracuse, New York, pursuant to Part B, Section V, Article 2 and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

DRAFT

A RESOLUTION APPROVING A SPECIAL PERMIT FOR A CARWASH ON PROPERTY
SITUATED AT 1001 E BRIGHTON AVENUE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7th day of July 2023, adopt the following resolution:

- WHEREAS, the applicant, Joe Hucko, is requesting a Special Permit for a car wash on property situated at 1001 E Brighton Avenue pursuant to Part B, Section V, Article 2 and Part C, Section IV, Article 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the application commencing June 26, 2023, and continued to July 17, and August 7, 2023 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, during the Public Hearing on June 26, 2023, members of the public cited adverse comments regarding traffic increases and intersection issues at East Seneca Turnpike and East Brighton Avenue; there were no (0) people for and six (6) people in opposition the proposal; the City Planning Commission agreed to continue the public hearing on July 17, 2023, pending receipt of a recommendation from the Onondaga County Planning Board pursuant to GML § 239, and to afford the applicant additional time to revise the proposal in response to departmental comments; and
- WHEREAS, during the Public Hearing on July 17, 2023, members of the public cited adverse comments regarding traffic; there were no (0) people for a two (2) people in opposition to the proposal; the City Planning Commission agreed to close the public hearing and leave the project open until August 7, 2023; and
- WHEREAS, during the Hearing on August 7, 2023, the City Planning Commission moved to vote on the project; public comments were closed the previous meeting; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; in total from all Public Hearings there were no (0) people for and eight (8) people in opposition to the proposal; and
- WHEARAS, the scope of work includes demolishing an existing garage and two-story frame house and constructing a ±5,300-square foot car wash facility on a proposed 1.6-acre Lot; and
- WHEREAS, the subject property is a proposed, 1.6-acre Lot with 283.92 feet of frontage along East Brighton Avenue and East Seneca Turnpike.; and
- WHEREAS, the property lies within a Commercial, Class B zoning district, as do the adjacent and neighboring properties to the north; adjacent and neighboring properties to the south lie within a Residential, Class B-1 zoning district; neighboring properties to the west lie within Local Business, Class A, Planned Shopping District, Residential,

Class A-1, and Residential, Class B zoning districts; and

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

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

WHEREAS, the hours of operation will be will be from 7:00 a.m. until 8:00 p.m., with a maximum of four employees on premises at one time; and

WHEREAS, the application included; and

WHEREAS, the applicant submitted a site plan (Sheet C3) dated April 7, 2023, which illustrates a 5,260-square foot building (car wash), a 158-foot by 70-foot asphalt area with 19 vacuum stalls and two employee parking spaces, a stormwater management facility, a 30-foot wide, full-service driveway at the intersection of East Brighton Avenue and East Seneca Turnpike with double-sided enter/exit signs, a three-lane customer pay station, a concrete dumpster enclosure, a proposed flagpole, and nine exterior light poles; and

WHEREAS, the site plan identifies a total stacking capacity of 57± vehicles; and

WHEREAS, the applicant submitted a utility plan (Sheet C4) dated April 7, 2023, which illustrates an underground water reclaim system with a mud tank and three reclaim tanks, and an underground stormwater retention system; and

WHEREAS, the applicant submitted a landscape plan and a lighting plan (Sheets C6, and C7, respectively). The lighting plan illustrates nine, 28-foot tall, exterior light poles and six wall-mounted exterior lights; and

WHEREAS, the applicant submitted a floor plan (Sheet A1.01) dated April 3, 2023; and

WHEREAS, the applicant submitted **exterior elevations** (Sheet A2.00) dated April 3, 2023, which illustrate finishing materials, colors, and signage; and

WHEREAS, the applicant submitted a sign plan for four double-sided ground signs and four wall signs totaling ≈ 251 square feet; the sign plan illustrates a 20-foot tall, double-sided ground sign located on the northwest corner of the site with two, double-sided, LED sign panels totaling 117.1 square feet consisting of an 86-inch by 68-inch, internally LED-illuminated panel, and a 63-inch by 41-inch, 8mm LED display; the sign plan illustrates three ground-mounted, internally illuminated, double-sided 42-inch by 22-inch (12.8 square feet, each) directional signs with an overall height of 58 inches; the sign plan illustrates four wall signs totaling 95.4 square feet to be mounted on the north, south, and west facades of the car wash building.

WHEREAS, the applicant submitted a Traffic Impact Letter of Findings dated May 23, 2023, that concluded: the proposed car wash will add 50 additional trips during the

morning peak hour, 78 additional trips during the evening peak hour, and 41 additional trips during the Saturday Midday peak hour; the proposed I-81 Viaduct project will not have any impact on the trip distribution or the number of trips generated by the car wash; the site-generated trips are below the typical threshold of 100 trips that would warrant a Traffic Impact Study; the existing signalized intersection will need to be modified to add a 4th leg to provide traffic control to the proposed carwash driveway; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2.2, paragraph e of the City of Syracuse Zoning Rules and Regulations, as amended, in that signage is permitted in accordance with the rules and procedures set forth in Part C, Section VI of the City of Syracuse Zoning Rules and Regulations, as amended, wherein, Special Permit Uses are allowed one wall sign and one ground sign, neither to exceed 40 square feet; the applicant is proposing to install four double-sided ground signs and four wall signs totaling ≈ 251 square feet; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2.2, paragraph g.(5) of the City of Syracuse Zoning Rules and Regulations, as amended, in that driveways shall not exceed a width of 24 feet with a curb-cut of not more than 30 feet; the site plan illustrates a 30-foot wide driveway; and

WHEREAS, the proposal appears to deviate from Part C, Section IV, Article 2.2, paragraph i.(3) of the City of Syracuse Zoning Rules and Regulations, as amended, in that no light which may tend to confuse the motoring public with traffic lights shall be permitted; the applicant is proposing to install a ground sign close to the signalized intersection of East Brighton Avenue and East Seneca Turnpike with two, double-sided, LED sign panels; and

WHEREAS, the proposal necessitates four waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to parking and signage regulations; and

WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works for review; and

WHEREAS, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively "SEQRA"), the Commission is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Commission and the consideration of the Application constitutes such an action; and

WHEREAS, the Commission reviewed the Application and the Environmental Assessment Form dated April 7, 2023 prepared by the applicant, and determined that the proposed action described therein constituted an "Unlisted" action (as said quoted terms is defined in SEQRA); and

WHEREAS, the Commission declares itself "Lead Agency" (as said quoted term is defined in SEQRA) with respect to an uncoordinated review pursuant to SEQRA; and finds that approval of the Application as set forth herein will not have a significant effect on the environment, and the Commission hereby issues a negative

declaration pursuant to SEQRA, a copy of which is attached hereto as Exhibit "A", which shall be filed in the office of the Commission.

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7th day of August, 2023, APPROVE the request of Joe Hucko for a Special Permit for a carwash situated at 1001 E Brighton Avenue pursuant to Part B, Section V, Article 2 and Part C, Section IV, Article 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void; administrative extensions to this requirement for up to one year may be obtained from the Zoning Administrator at any time within the first twelve (12) months, after which, any and all extensions require approval from the City Planning Commission;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
 - Site Plan (Sheet C3); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
 - Utility Plan (Sheet C4); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
 - Grading Plan (Sheet C5); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
 - Landscape Plan (Sheet C6); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
 - Lighting Plan (Sheet C7); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
 - Construction Details (Sheets C8, C9, and C10); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: as noted;
 - Floor Plan (Sheet A1.01); Splash Car Wash Syracuse 1001 East Brighton Ave; Project

No.: 23016; prepared by: Form architecture & design; dated: 04/03/2023; scaled: 3/16"=1'-0";

- Exterior Elevations (Sheet A2.00); Splash Car Wash Syracuse 1001 East Brighton Ave; Project No.: 23016; prepared by: Form architecture & design; dated: 04/03/2023; scaled: 3/16"=1'-0"

4. Signage for the proposal is limited to the locations according to approved Site Plan on Sheet C3, as noted in condition number three above;

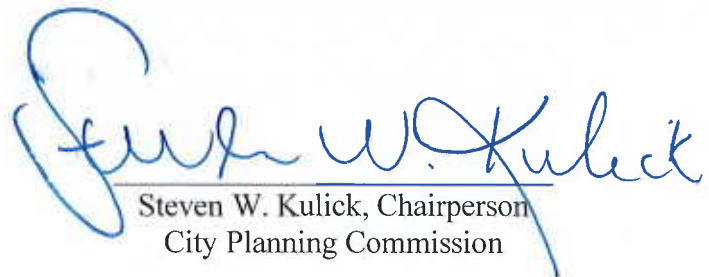
5. No signage was approved as part of this application; proposed signage must be submitted to the City of Syracuse Office of Zoning Administration for review and approval;

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

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

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

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



Steven W. Kulick, Chairperson
City Planning Commission

Project: SP-23-10

Date: August 7, 2023

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

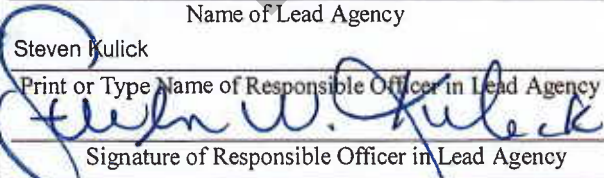
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering 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:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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"/>

Agency Use Only [If applicable]	
Project:	SP-23-10
Date:	August 7, 2023

Short Environmental Assessment Form Part 3 Determination of Significance

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Syracuse City Planning Commission	August 7, 2023
Name of Lead Agency	Date
Steven Kulick	Chairperson
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Signature of Preparer (if different from Responsible Officer)
Signature of Responsible Officer in Lead Agency	

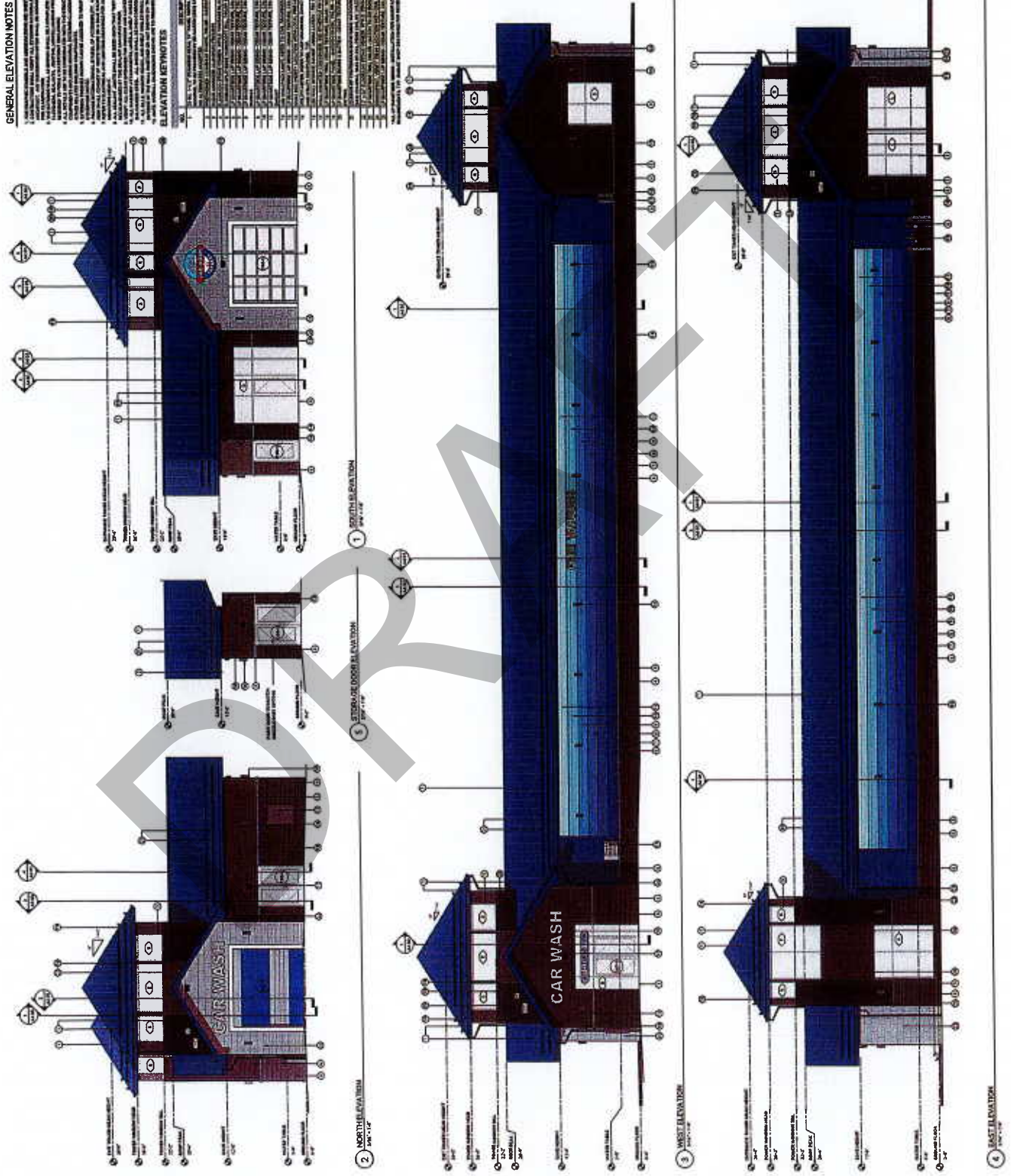
PRINT FORM

GENERAL ELEVATION NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISH GRADE IS INDICATED BY A DOTTED LINE.
3. ALL ELEVATIONS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL RESIDENTIAL CODE (IRC).
4. ALL MATERIALS AND FINISHES ARE TO BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
5. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MCGRAW-HILL BUILDING CONSTRUCTION SERIES.
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ELEVATION KEYNOTES

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45 HENRIETTA RD
WEST HENRIETTA, NY 14586
PHONE: 360-330-7349
FAX: 360-330-7351



SPLAT CAR WASH, INC.
1001 EAST BRIGHTON AVE.
WEST HENRIETTA, NY 14586
PHONE: 360-330-7349



CITY OF SYRACUSE
LOCATION MAP

NO.	DESCRIPTION	DATE
1	1001 EAST BRIGHTON AVE	10/1/00
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5	1001 EAST BRIGHTON AVE	10/1/00
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1001 EAST BRIGHTON AVE
SPLASH CAR WASH

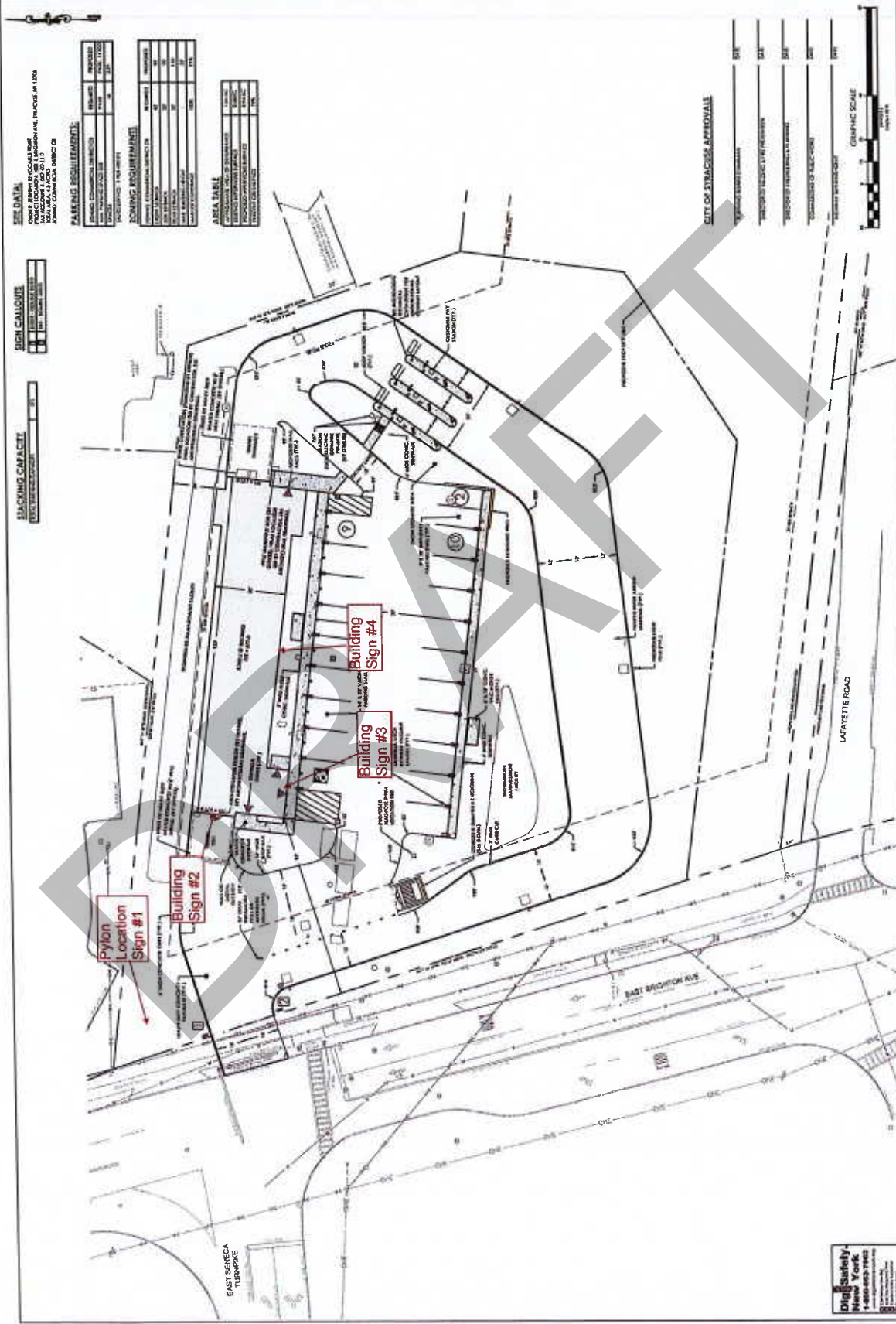
DRAWING TITLE

DATE: 10/1/00

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]



SEE DATA
ON SITE. REVIEW IN LOCALS. SEE
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APPROVATION # 200 110
PLANNING DEPARTMENT
PLANNING COMMISSION DEPARTMENT

SIGN CALCULATIONS

1001 EAST BRIGHTON AVE	1001 EAST BRIGHTON AVE
1001 EAST BRIGHTON AVE	1001 EAST BRIGHTON AVE

LOADING CAPACITY

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1001 EAST BRIGHTON AVE	1001 EAST BRIGHTON AVE

PARKING REQUIREMENTS

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STREET	10	1001 EAST BRIGHTON AVE
LOT	10	1001 EAST BRIGHTON AVE

LOADING REQUIREMENTS

TYPE	NO.	REMARKS
STREET	10	1001 EAST BRIGHTON AVE
LOT	10	1001 EAST BRIGHTON AVE

AREA TABLE

TYPE	NO.	REMARKS
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LOT	10	1001 EAST BRIGHTON AVE



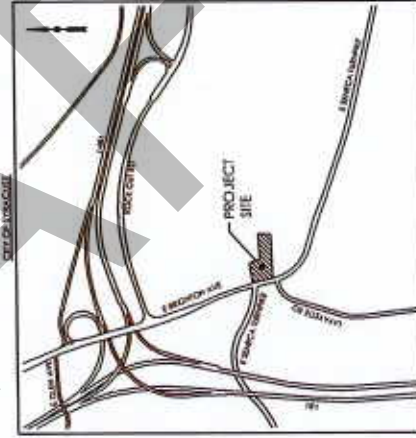
1001 EAST BRIGHTON AVE

SPLASH CAR WASH

SITE DEVELOPMENT PLANS

T.A.#062.-02-11.0

CITY OF SYRACUSE
ONONDAGA COUNTY
STATE OF NEW YORK



LOCATION MAP
NOT TO SCALE

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
CE	COVER SHEET
CE	NOTES & LEGEND
CE	EXISTING CONDITIONS AND SITE PLAN
CE	PROPOSED CONDITIONS AND SITE PLAN
CE	CONCRETE PLAN
CE	PAVING PLAN
CE	LANDSCAPE PLAN
CE	CONSTRUCTION DETAILS - 1
CE	CONSTRUCTION DETAILS - 2
CE	CONSTRUCTION DETAILS - 3
CE	CONSTRUCTION DETAILS - 4

PREPARED FOR:



472 WHEELERS FARM RD
MILFORD, CT 06461

PREPARED BY:



45 HENDRIX ROAD
WEST HENRIETTA, NY 14586
PHONE (585) 359-7540
FAX (585) 359-7547



45 HENRIK RD
WEST HARTFORD, CT 06108
PHONE: 860-338-7340
FAX: 860-338-7341



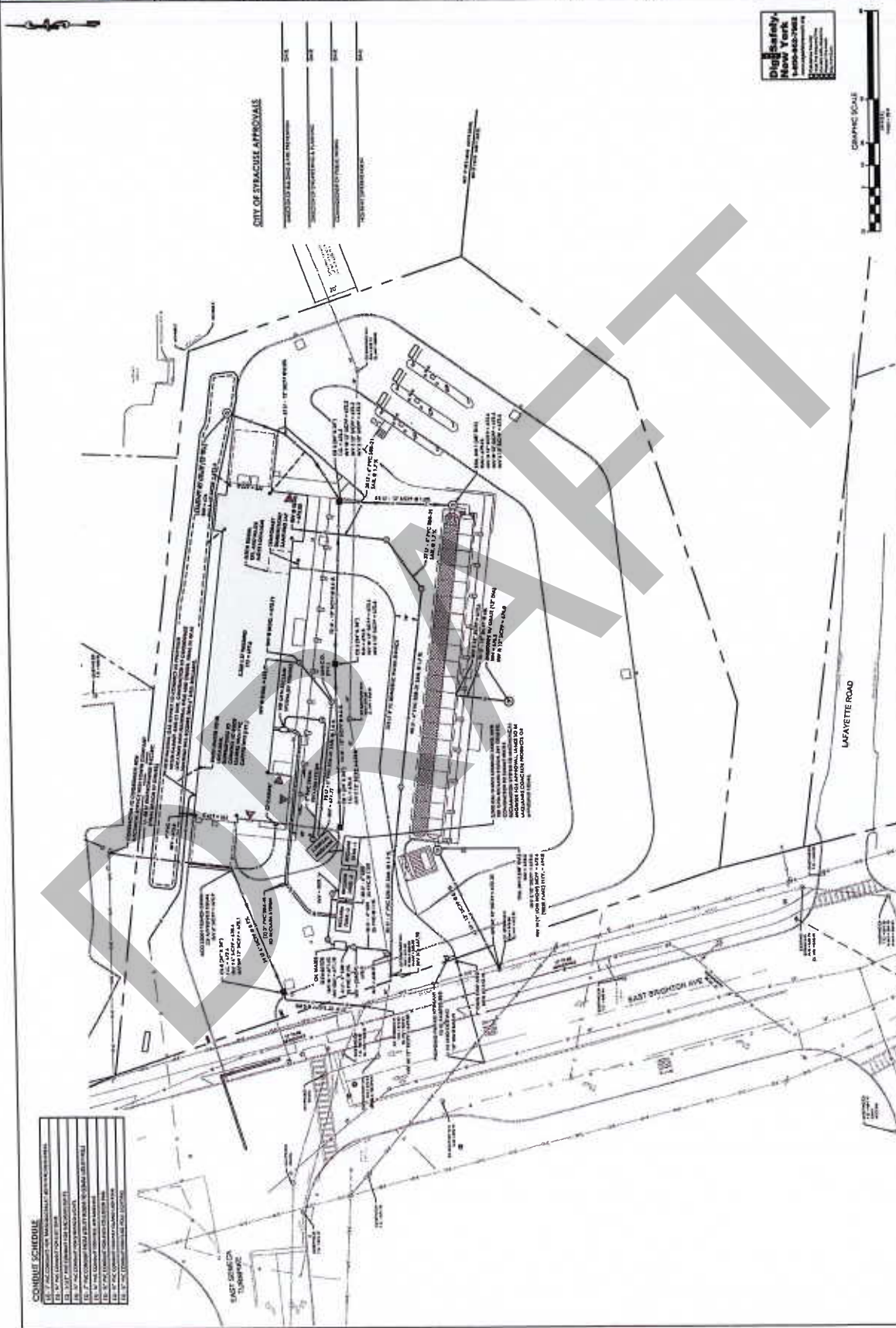
CITY OF HARTFORD
OFFICE OF THE CITY ENGINEER
100 CITY STREET
HARTFORD, CT 06103



DEPARTMENT OF TRANSPORTATION
100 CITY STREET
HARTFORD, CT 06103

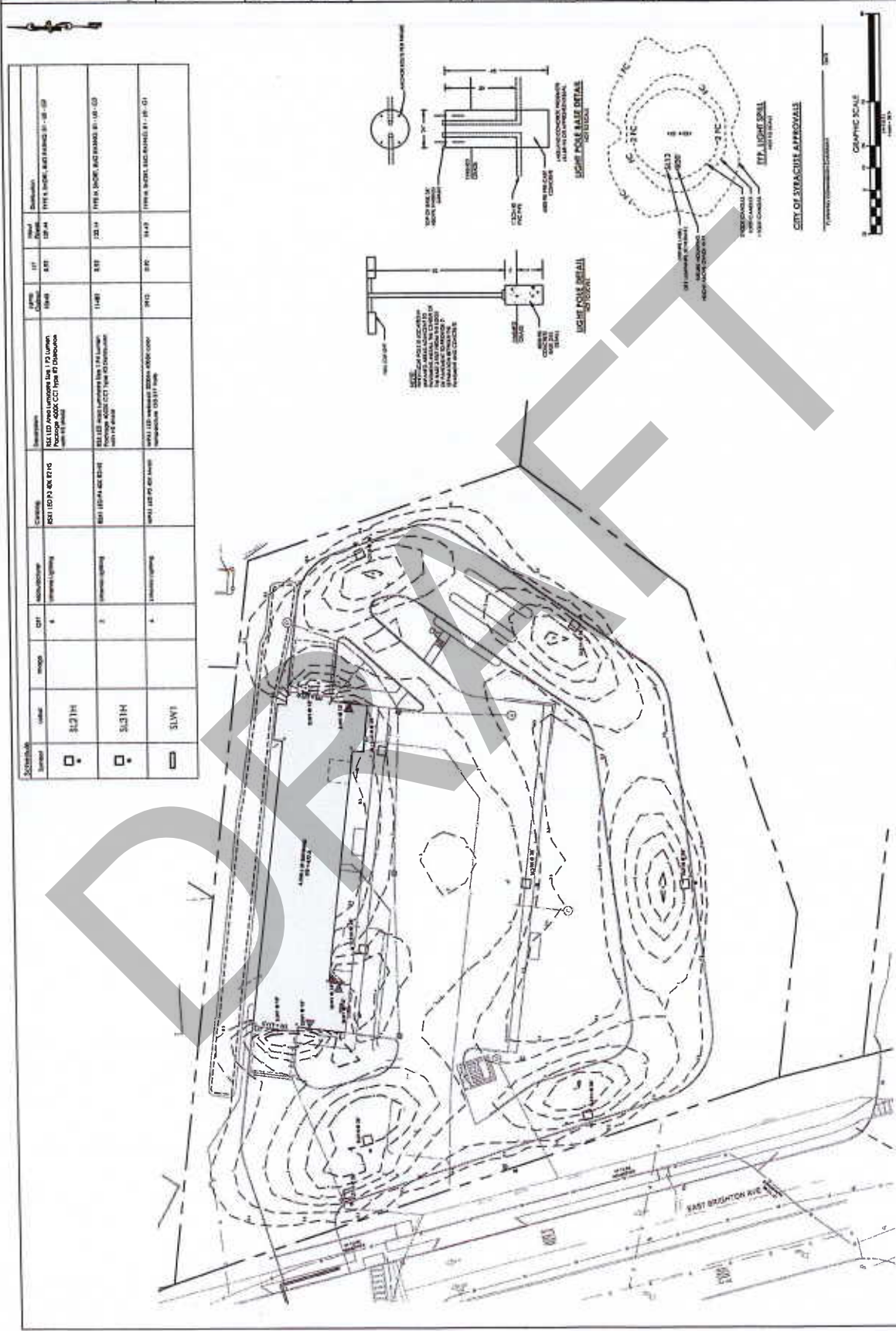
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CONCRETE SCHEDULE	
1.	CONCRETE
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4.	PAINT
5.	SEALANT
6.	GLASS
7.	MECHANICAL
8.	ELECTRICAL
9.	PLUMBING
10.	HEATING
11.	Cooling
12.	Lighting
13.	Acoustics
14.	Fire Protection
15.	Security
16.	Accessibility
17.	Energy Efficiency
18.	Environmental
19.	Historic Preservation
20.	Other

		42 HENDERSON RD WEST HENRIETTA, NY 14586 PROJECT NO: 19-001 DATE: 08/08/2019	
		CLIENT NAME:	
		LIGHTING PLAN	
		1001 EAST BRIGHTON AVE SPLASH CAR WASH	
SHEET NO: 02		SHEET TOTAL: 02	





Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

27 37

September 7, 2023

Jacob R. Dishaw
Zoning Administrator

Meira Hertzberg
Zoning Attorney

Cristian Toellner
Zoning Planner II

Zhitong Wu
Zoning Planner II

Haohui Pan
Zoning Planner I

Patrick Voorheis
Zoning Planner I

Gabe Sickler
Permit/Zoning
Technician

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

Re: SP-23-10 Special Permit for a Car Wash on Property Situated at 1001 East
Brighton Avenue

Dear Ms. McBride,

On August 7, 2023, the City Planning Commission adopted the above noted
resolution.

Copies of the resolution are attached.

No one spoke in favor of and six (6) people spoke in opposition to the proposal.

The Commission granted four waivers from the City of Syracuse Zoning Rules and
Regulations, as amended, with respect to the allowed number of signs, the
allowable square footage of sign area, the driveway and curb cut width, and lighted
signs close to signalized intersections as part of this approval.

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

Sincerely,

A handwritten signature in black ink that reads "Jacob R. Dishaw".

Jacob R. Dishaw
Zoning Administrator

Owner/Applicant: Joe Hucko – Brighton Mews, LLC
120 East Washington Street Suite 1002
Syracuse, New York 13202

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Office of Zoning Administration 201 East Washington St Syracuse, NY 13202

Office 315 448 8640 zoning@syra.gov www.syr.gov

Ordinance No.

2023

**ORDINANCE AUTHORIZING ACCEPTANCE BY
THE CITY OF SYRACUSE OF FUNDS NOT TO
EXCEED \$1,250,000.00 FROM THE ONONDAGA
COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT TO ESTABLISH A FAÇADE
IMPROVEMENT "MAIN STREET" GRANT
PROGRAM FOR PROPERTIES SITUATED ON
SOUTH SALINA STREET BETWEEN ADAMS
STREET AND SENECA TURNPIKE AND
EXECUTE A CONTRACT OR OTHER WRITTEN
INSTRUMENTS ASSOCIATED WITH THE
APPLICATION AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to accept funds not to exceed \$1,250,000.00 from the Onondaga County Department of Community Development; said funds shall be used by the Department of Neighborhood and Business Development to establish a Façade Improvement 'Main Street' grant program supporting commercial and mixed-use building renovations for properties situated on South Salina Street between Adams Street and Seneca Turnpike; no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments with Onondaga County associated with accepting said funds as necessary and as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, the Commissioner of Finance is authorized and directed to deposit the same into an appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

**Deputy Commissioner of
Code Enforcement**
Jacob Dishaw

**Deputy Commissioner of
Planning and Sustainability**
Owen Kerney

Patricia McBride, City Clerk
Office of the City Clerk
Room 231, City Hall
Syracuse, NY 13202

**Re: Legislation Request – Accept \$1,250,000 from Onondaga County to Establish
South Salina Main Street Program**

Dear Ms. McBride,

Please prepare legislation for the September 18, 2023 meeting of the Syracuse Common Council for the City of Syracuse to accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement 'Main Street' Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please contact me if you have any questions.

Sincerely,

Eric Ennis
Deputy Commissioner

Cc: Michael Collins, NBD Commissioner
Sharon Owens, Deputy Mayor

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

Office 315 448 8100

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management and Budget *OC*
DATE: September 5, 2023
SUBJECT: Accept an Investment - Onondaga County Department of Community Development

On behalf of the Department of Neighborhood & Business Development, I am requesting the City of Syracuse accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement "Main Street" Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please return 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.

Ben Walsh

Mayor Ben Walsh
City of Syracuse, New York

9/6/23

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



County of Onondaga
Office of the County Executive

John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street, Syracuse, New York 13202

Phone: 315.435.3516 Fax: 315.435.8582

www.ongov.net

J. Ryan McMahon II

County Executive

Ann Rooney

Deputy County Executive, Human Services

Brian J. Donnelly

Deputy County Executive

Mary Beth Primo

Deputy County Executive, Physical Services

September 14, 2021

Mayor Ben Walsh
City of Syracuse
203 City Hall
233 East Washington Street
Syracuse, NY 13202

Dear Mayor Walsh,

Please accept my support for the City of Syracuse application to the Downtown Revitalization Initiative (DRI) for a target area comprising of several important business corridors within the Southwest neighborhood of Syracuse, as well as the southern portion of the city's central business district. Onondaga County is a close partner of the City of Syracuse, and I see the value of the investment the City of Syracuse is looking to make within the proposed DRI target area and applaud these efforts.

The resources provided through the Downtown Revitalization Initiative will serve as a catalyst by fostering new opportunities in real estate investment, job creation, and public space enhancements. This proposal will build upon momentum already underway in the City of Syracuse, while seeking to develop inclusive growth and greater environmental sustainability. A DRI investment from New York State will only ensure that Syracuse continues rising to new possibilities.

As County Executive I understand the importance of a thriving city. The target area is the gateway to the west side of Syracuse and poised for economic recovery and growth. My strong commitment in seeing positive change through this corridor is evident in the \$1.25 million dollars I have agreed to put forth with the approval of this grant.

If selected for the Downtown Revitalization Initiative, the City of Syracuse and entire Central New York region will benefit significantly from this \$10 Million award, resulting in a transformational impact for all those who live, work, and visit our community.

Thank you for your support of this opportunity, and I look forward to continue working collaboratively on these revitalization efforts in the future.

Sincerely,

J. Ryan McMahon, II
Onondaga County Executive

Onondaga County Syracuse Main Street Revitalization and Beautification Grant Program

- It is a comprehensive grant program that provides funding for local revitalization efforts to grow the retail business district.
- Eligible rehabilitation properties are limited to commercial and mixed-use structures
- Applicant cannot have any open code violations in the municipality & must be current in taxes on all properties as well.
- The expectation is that the property owner will provide 25% of the funds.
- Improvement examples include:
 - Improve business facades; fencing, landscaping, lighting, exterior windows & doors, siding, exterior painting.
- The idea is for elected officials to work together with the local businesses to develop a proposal that will positively impact a main street area
 - Proposals will be evaluated and selected based on the overall impact of the project
 - Proposals should attempt to leverage other funding sources to combine with the County Main Street funding
 - Proposals should include the proposed activities, an explanation of how it will impact a main street area and a budget
- Onondaga County Community Development will assist you throughout the process
- **The grant is a reimbursable grant. Once awardee shows proof that matching funds have been spent, remaining funds are reimbursed as submitted up to the agreed upon award amount**

**ORDINANCE AUTHORIZING ACCEPTANCE BY
THE CITY OF SYRACUSE OF FUNDS NOT TO
EXCEED \$1,250,000.00 FROM THE ONONDAGA
COUNTY DEPARTMENT OF COMMUNITY
DEVELOPMENT TO ESTABLISH A FAÇADE
IMPROVEMENT 'MAIN STREET' GRANT
PROGRAM FOR PROPERTIES SITUATED ON
WEST ONONDAGA STREET BETWEEN SOUTH
SALINA STREET AND HOVEY STREET AND
EXECUTE A MUNICIPAL ENDORSEMENT OR
WRITTEN INSTRUMENTS ASSOCIATED WITH
THE APPLICATION AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to accept funds not to exceed \$1,250,000.00 from the Onondaga County Department of Community Development; said funds shall be used by the Department of Neighborhood and Business Development to establish a Façade Improvement 'Main Street' grant program supporting commercial and mixed-use building renovations for properties situated on West Onondaga Street between South Salina Street and Hovey Street; no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments associated with accepting said funds as necessary and as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, 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

September 1, 2023

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

**Deputy Commissioner of
Code Enforcement**
Jacob Dishaw

**Deputy Commissioner of
Planning and Sustainability**
Owen Kerney

Patricia McBride, City Clerk
Office of the City Clerk
Room 231, City Hall
Syracuse, NY 13202

**Re: Legislation Request – Accept \$1,250,000 from Onondaga County to Establish
South Salina Main Street Program**

Dear Ms. McBride,

Please prepare legislation for the September 18, 2023 meeting of the Syracuse Common Council for the City of Syracuse to accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement 'Main Street' Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial, residential, and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

The investment will be used to complement the City's Downtown Revitalization Initiative (DRI) using funding awarded from New York State to support ongoing community and economic development efforts.

Please contact me if you have any questions.

Sincerely,

Eric Ennis
Deputy Commissioner

Cc: Michael Collins, NBD Commissioner
Sharon Owens, Deputy Mayor

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

Office 315 448 8100




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director


Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management and Budget 
DATE: September 5, 2023
SUBJECT: Accept an Investment - Onondaga County Department of Community Development

On behalf of the Department of Neighborhood & Business Development, I am requesting the City of Syracuse accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement "Main Street" Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please return 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

9/6/23
Date

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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COUNTY OF ONONDAGA

COMMUNITY DEVELOPMENT DIVISION

on.gov.net

J. Ryan McMahon II
County Executive

Martin Skahen
Director

Mayor Ben Walsh
City of Syracuse
203 City Hall
233 East Washington Street
Syracuse, NY 13202

Dear Mayor Walsh:

We are pleased to inform you that the 2023 Onondaga County Main Street program has awarded you \$1,250,000. These funds will be used for exterior improvement projects in the South Salina Street business corridor.

A contract will be executed between your municipality and the County. Our office of Community Development will initiate this procedure. The city will manage the project and the county will reimburse up to the awarded amount.

As a reminder, no work can begin until a contract has been fully executed.

If you have any questions, please contact Mike La Flair, Administrative Planning & Funding Coordinator at 315.435.3558 ext. 5826. We look forward to working with you.

Sincerely,


J. Ryan McMahon II
County Executive

Onondaga County Syracuse Main Street Revitalization and Beautification Grant Program

- It is a comprehensive grant program that provides funding for local revitalization efforts to grow the retail business district.
- Eligible rehabilitation properties are limited to commercial and mixed-use structures
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 - Proposals should include the proposed activities, an explanation of how it will impact a main street area and a budget
- Onondaga County Community Development will assist you throughout the process
- **The grant is a reimbursable grant. Once awardee shows proof that matching funds have been spent, remaining funds are reimbursed as submitted up to the agreed upon award amount**



J&J Equipment

Environmental Equipment Specialists

315- 699- 0656

SALES - RENTAL - SERVICE - PARTS

August 21, 2023

Mr. Rich Devesty

City of Syracuse, NY DPW

1200 Canal St Ext

Syracuse, NY 13210

Rich,

J&J Equipment is pleased to offer you the following pricing for your consideration:

(10) New and Unused Perkins D6080CB-27K Rotary Tuckaway Breakaway Cart Tipplers.

***Cost per unit: \$3,802.18**

****Total Freight: 781.02**

J&J Equipment (10) Perkins D6080CB-27K Sell Price..... \$38,802.82

FOB: Syracuse, NY

****Pricing Valid for 30 Days From Above Date****

Thank you for the opportunity to quote on your equipment needs.

Sincerely,

Rick Zerrillo- J&J Equipment LLC

315-559-8492

rick@jandjequipment.com

Ordinance No.

2023

ORDINANCE AMENDING ORDINANCE NO. 405-2022 AUTHORIZING A CONTRACT WITH SOLON QUINN STUDIOS RELATIVE TO MARKETING, PHOTOGRAPHY, VIDEOGRAPHY, GRAPHIC DESIGN AND MICROSITE DEVELOPMENT SERVICES ON BEHALF OF THE SYRACUSE POLICE DEPARTMENT

BE IT ORDAINED, that Ordinance No. 405-2022 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, an RFP Committee has recommended and the Mayor has approved the retention of Solon Quinn Studios, under the following terms:

- (1) Solon Quinn Studios shall provide the marketing, photography, videography, graphic design, and microsite development services for the Syracuse Police Department;
- (2) The term of the contract shall be for a one (1) year period effective as of June 1, 2022 through May 31, 2023 with the option of two (2) one year renewal periods subject to the approval of the Mayor and the Common Council; the contract is hereby renewed for the first one-year renewal effective June 1, 2023 through May 31, 2024; and
- (3) The City shall pay Solon Quinn Studios an amount not to exceed \$205,000.00 for all services under the agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that the costs associated with this agreement shall be charged to Budget Account #541500.01.31230 or another appropriate account as designated by the

Commissioner of Finance.

_____ = New Material

DRAFT

1st Deputy Chief
Richard F. Shoff, Jr.



Deputy Chiefs
Derek P. McGork
Richard H. Trudell
Julie L. Shulsky

30

SYRACUSE POLICE DEPARTMENT

Joseph L. Cecile, Chief

August 31st, 2023

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

RE: LEGISLATION – Authorizing the exercising of the first of two optional (1) year renewals on an agreement with Solon Quinn Studios on behalf of the Syracuse Police Department

Dear Ms. McBride:

Please prepare legislation to be introduced at the next Common Council meeting authorizing the exercising of the first of two optional (1) year renewals of an agreement with Solon Quinn Studios, for Marketing, Photography, Videography, Graphic Design, and Microsite Development, for the Syracuse Police Department in an amount not to exceed \$205,000.00

Authorization to enter into the agreement was granted by Ordinance 22-405. The renewal term of the contract is for (1) one year beginning June 1st, 2023 and ending May 31, 2024 with one additional (1) year optional renewal period remaining.

These services are necessary to continue the expansion of the recruitment and public relations efforts for the City of Syracuse Police Department.

Expenditures will not exceed \$205,000.00. These charges would be charged to Account #541500.01.31230.

Thank you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "DC RM Shoff Jr", written over a horizontal line.

Richard Shoff Jr.
1st Deputy Chief of Police

14



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: September 5, 2023
SUBJECT: Amend Ordinance #405-2022 – Solon Quinn Studios

On behalf of the Department of the Police, I am requesting that the City of Syracuse amend ordinance #405-2022 to exercise the first of two optional one (1) year renewal with Solon Quinn Studios, for Marketing, Photography, Videography, Graphic Design, and Microsite Development for the Syracuse Police Department in an amount not to exceed \$205,000.


The renewal term of the contract is for one (1) year beginning June 1, 2023 and ending May 31, 2024 with one additional one (1) year optional renewal period remaining.

These services are necessary to continue the expansion of the recruitment and public relations effort for the City of Syracuse Police Department.

Expenditures will not exceed \$205,000. These charges will be charged to Account #541500.01.31230.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

9/6/23
Date

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and Budget
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Room 213
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