

COMMON COUNCIL
of the
CITY OF SYRACUSE

(10/25)

REGULAR MEETING – OCTOBER 25, 2021
1:00 P.M.

1. *Pledge of Allegiance to the Flag - (Led by the Hon. Khalid Bey, President Pro-Tempore of the Syracuse Common Council)*
2. *Invocation – (Delivered by Reverend Alan Rudnick, Dewitt Community Church, Syracuse New York)*
3. *Roll Call– (All Present – 8; Councilor White – Absent)*
4. *Minutes – October 12, 2021 – (Adopted 8-0)*
5. *Petitions – (A petition from SEUNA signed by 158 City of Syracuse residents in support of changing the definition of “family” in the City of Syracuse Zoning Code)*
6. *Committee Reports – (none)*
7. *Communications – (From Tony Fiorito, representing 224 Harrison Street Associates, a letter accepting the terms and conditions of Special Ordinance No. 585, 09/13/2021)*

NEW BUSINESS

BY PRESIDENT HUDSON:

- 8-0** 8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2021/2022.*

15-R

BY COUNCILOR BEY:

- 8-0** 9. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the required 10% local match for NYSDEC 2021 Environmental Restoration Program for the remediation of the “Zip-Zip” site located at 1410 Erie Boulevard East. Total cost not to exceed from \$65,000.*

645

- 8-0** 10. *Application & Agreement - To and with NYSDEC 2021 Environmental Restoration Program in an amount not to exceed \$650,000. The grant will fund the remediation of the “Zip-Zip” site located at 1410 Erie Boulevard East. There is a required 10% local match not to exceed \$65,000 to be met by the issuance and sale of City bonds.*

646

- T** 11. *Local Law - Of the City of Syracuse – To sell all right, title and interest of the City of Syracuse in and to the premises known as a portion of Prospect Avenue adjacent to 522-524 North Salina Street, to The Syracuse Flatiron, LLC for the total sum of \$18,110.* **T**
- T** 12. *Local Law - Of the City of Syracuse – To sell all right, title and interest of the City of Syracuse in and to the premises known as a portion of Prospect Avenue adjacent to 526-528 North Salina Street, to 526 North Salina, LLC for the total sum of \$13,330.* **T**
- T** 13. *Local Law - Of the City of Syracuse – To sell all right, title and interest of the City of Syracuse in and to the premises known as a portion of Prospect Avenue adjacent to 530 North Salina Street, to SHA 2013, LLC for the total sum of \$36,460.* **T**

BY COUNCILOR GREENE:

- H** 14. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$532,000 and enter into an agreement with Microsoft, on behalf of Information Technology, for the term of three (3) years, for a modernization project that will migrate approximately 750 network users to Microsoft 365, included is a cloud hosted email solution along with access to the latest Microsoft Office applications.* **H**
- H** 15. *Agreement – With Syracuse University, to maintain in-kind services, to include maintaining a portion of Thornden Park and the replacement and maintenance of sidewalks along Ostrum Avenue near the park. The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalks fees; to stripe crosswalks on Ostrum Avenue near Thornden Park; provide assistance and coaching related to the permitting process, hire an additional code inspector to be assigned to the university area; and add Schine Student Center and South Campus as training rotations for Police Cadets (pre-Academy CSOs.) The University will also increase payments to the City from \$1 million to \$2 million over four years (FY22-FY26), as detailed in the legislation, to be deposited in Account #01.425910.* **H**
- 8-0** 16. *Amend – Ord. #727 (12/16/2019), “Agreement – With Open Cities for website redesign services for syrgov.net and for implementation of a new Content Management System to manage the City’s website. Included in the agreement is Website design, configuration and implementation, Digital Services Training for City Departments, Open Cities Annual Subscription of \$32,000 for Year One, and Open Forms Enterprise Version, effective December 18, 2019. Total cost not to exceed \$105,000 from IT Account #5405300 Fund 01 Dept. 16800.” Amend to extend the cost not to exceed from \$105,000 to \$305,000, expanded services outlined in the legislation.* **647**
- 8-0** 17. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$200,000 and enter into an agreement with Open Cities, on behalf of Information Technology, to support an expanded scope of work including developing and writing new web content for key departments and for converting 200 of the City’s PDF forms to ADA compliant online forms.* **648**

18. **8-0** Correct Tax Rolls - (232-242 Croly Street, for various reasons for tax year 2021/2022), as outlined in Appendix "A". **649**
19. **8-0** Transfer Funds – Within the July 1, 2021 – June 30, 2022 Syracuse City Budget, as detailed in Attachment "A". **650**

BY COUNCILOR CARNI:

20. **8-0** Accept – The relocation and road reconstruction of an 18" combined sewer main and associated appurtenances along with accepting an easement for the operation, maintenance & repair from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid), located in the former Temple Street right of way (tax map parcel 096.-08-03.0 (900-940 Clinton Street). National Grid is requesting to relocate the sewer in order to facilitate expanding and improving the electrical transformer station. **651**
21. **8-0** Agreement - With SUNY Upstate Medical University to purchase white road salt from the Department of Public Works for the 2021/2022 winter season for the period of one year, with four (4) one-year renewal options with the approval of the Mayor and the Common Council. The City price is \$39.57 per ton for the 2021/2022 season, plus \$5.00 per ton administrative fee, total price of \$44.57 per ton, to be deposited in Account #417120.01 **652**
22. **8-0** Agreement - With CNY Centro to purchase white road salt from the Department of Public Works for the 2021/2022 winter season for the period of one year, with four (4) one-year renewal options with the approval of the Mayor and the Common Council. The City price is \$39.57 per ton for the 2021/2022 season, plus \$5.00 per ton administrative fee, total price of \$44.57 per ton, to be deposited in Account #417120.01. **653**
23. **8-0** Agreement - With Syracuse Housing Authority to purchase white road salt from the Department of Public Works for the 2021/2022 winter season for the period of one year, with four (4) one-year renewal options with the approval of the Mayor and the Common Council. The City price is \$39.57 per ton for the 2021/2022 season, plus \$5.00 per ton administrative fee, total price of \$44.57 per ton, to be deposited in Account #417120.01. **654**
24. **8-0** Agreement – With New York Susquehanna and Western Railway Corporation (NYS&W Railway) for entry upon lands owned by NYS&W Railway and for the reimbursement of costs during the construction of the East Brighton Avenue Bridge over the NYS&W Railroad, PIN 3756.51, on behalf of the Department of Engineering. Total amount not to exceed \$190,000, to be paid on a time and expense basis. The City will incur all initial costs with subsequent 95% reimbursement from Federal funds through TIP and 5% from Capital Account #07.599807.701253000.80405 **655**

BY COUNCILOR HOGAN:

25. **8-0** Accept - From Camp 415, an in-kind donation of a memorial bench (valued at \$3,100), in recognition of Willie B. Gilbert, the first African American Police Officer sworn into duty at the Syracuse Police Department on July 1, 1951, to be installed in Forman Park. **656**

26. *Agreement with Galaxy Communications, for promotion of the Clinton Square and Sunnycrest Ice Rinks, a social media campaign will be created and businesses will be brought on board to support the air time, during the 2020/2021 ice skating season.* **8-0 657**
27. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$300,000, on behalf of the Parks, Recreation & Youth Programs, to repair and improve the Greenhouse, located in Lower Onondaga Park, to include roof replacement, structures repairs, mechanical upgrades, installation of irrigation system, ventilation upgrades, additional planting areas, seating, lighting, masonry repairs.* **8-0 658**
28. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$300,000, on behalf of the Parks, Recreation & Youth Programs, to improve parks on the Northside of the City (Lincoln, Schiller, Highland, First Ward, Washington Square, Demong, Union, Grosso, Schlosser, Ashland, Clinton Playlot, and Finnegan Park). The community will assist in deciding improvements.* **8-0 659**
29. *Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$100,000, on behalf of the Parks, Recreation & Youth Programs, to install a new playground and/or fitness pieces outside the Cannon Street Community Center.* **8-0 660**

BY COUNCILOR MAJOK:

30. *Accept – From Syracuse University, an amount not to exceed \$7,000, on behalf of the Department of Fire, for reimbursement of payroll backfill and overtime for sending staff to perform training in preparation for a potential emergency response.* **8-0 661**
31. *Application & Agreement - To and with The Leary Firefighters Foundation, in an amount not to exceed \$20,000, on behalf of the Department of Fire, to accept firefighting and emergency response equipment (air lift bags). No local match required.* **8-0 662**
32. *Agreement - With Norman J. Lesswing, Ph. D., to provide psychological testing services to the Police Department, for the period of July 1, 2021-June 30, 2022, for the purpose of evaluating members of the department on an as needed basis for “fit for duty” status. Total cost not to exceed \$5,000 from Account #541500.01.31230. The Mayor has waived the RFP process.* **8-0 663**
33. *Agreement - With Let’s Brainstorm, LLC to provide board development services for the Police Athletic League of Syracuse (PAL), for the period of October 1, 2021-June 30, 2022. Services to include reviewing board formation and organizational documents, executive coaching, strategy training, teambuilding and problem-solving instruction. Total cost not to exceed \$11,000 charged from ARPA funds. The Mayor has waived the RFP process.* **8-0 664**
34. *Agreement - With Humane CNY to provide veterinary services and lodging for animals that are victims in animal cruelty investigations, on behalf of the Police Department, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed to \$50,000, charged to Account #541500.01.31231.* **8-0 665**

- 8-0 35. Agreement - With Dr. Ronald Fish, a licensed psychologist, to instruct training and consult with the Police Department Peer Support Team and Officer Wellness Program, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$2,500 charged to Account #541500.01.31230. 666
- 8-0 36. Amend – Ord. #74 (03/01/2021), “Purchase w/c/b – Agreement with Axon, Inc., on behalf of the Police Department, for a total of two hundred and twenty (220) Body 3 camera systems, for a term of five (5) years effective July 1, 2019-June 30, 2024. Total cost not to exceed \$121,572, from A/C #599802.02.31225 Project #222160319 (\$100,000 US DOJ Grant). There is a \$100,000 local match, \$21,572 will come from the SPD operating budget, and the remaining \$78,428 will be provided as an in-kind match of personnel salaries and benefits. Annual Maintenance costs will be charged to Account #540542.01.31230.” Amend to add sixty (60) Body 3 Cameras. Total cost not to exceed \$572,100, charged to ARPA funds (\$343,260) and Account #540530.1.31230. This will bring the total utilization to 280 cameras. 667
- 8-0 37. Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$343,260 and an agreement with Axon Inc., on behalf of the Police Department, for sixty (60) additional Body 3 camera systems, relative to Ord. #74-2021. 668

BY COUNCILOR ALLEN:

- 8-0 38. Permission – To Enos Ely, owner of the property located at 121 Fountain Street for a 4’ chain link fence that will encroach approximately 2’6” into the right-of-way. 669
- 8-0 39. Permission – To Warren Bailey, owner of the property located at 115 Fountain Street for a 4’ chain link fence that will encroach approximately 2’6” into the right-of-way. 670
- 8-0 40. Permission – To Ron Schultz, owner of the property located at 1401-1407 Burnet Avenue to replace an existing wood deck that will encroach approximately 6’10” into the right-of-way. 671
- 8-0 41. Permission – To Vadim Olesh, owner of the property located at 216 Ludden Parkway for a garden shed that will encroach approximately 14’x24’ into the right-of-way. 672

Syracuse Common Council
Adjourned at 1:10 P.M.

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)
TO DEFRAY THE COST AND EXPENSE OF THE
TEN PERCENT (10%) LOCAL MATCH FOR A
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION (NYSDEC)
ENVIRONMENTAL RESTORATION PROGRAM
GRANT FOR THE “ZIP-ZIP” BROWNFIELD
SITE AT 1410 ERIE BOULEVARD EAST,
SYRACUSE, NEW YORK**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the ten percent (10%) local match for a New York State Department of Environmental Conservation (NYSDEC) Environmental Restoration Program Grant for the “Zip-Zip” Brownfield Site at 1410 Erie Boulevard East, Syracuse, New York, at an estimated maximum cost not to exceed Sixty-Five Thousand Dollars (\$65,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Sixty-Five Thousand Dollars (\$65,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Sixty-Five Thousand Dollars (\$65,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to

be issued falls within subdivision 35 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

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

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the

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

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

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

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding

contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.



DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

October 18, 2021

Owen Kerney
Assistant Director

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

Re: Request Ordinance Authorizing the Issuance and Sale of Bonds to Provide Local Funds for a New York State Department of Environmental Conservation Environmental Restoration Program grant for the site at 1410 Erie Boulevard East.

Dear Mr. Copanas:

The City completed an environmental investigation of the "Zip-Zip" site at 1410 Erie Boulevard East under the New York State Department of Environmental Conservation (NYSDEC) Environmental Restoration Program (ERP). A Record of Decision (ROD) for the site was approved by the NYSDEC in March 2020. Funding is currently available from the NYSDEC 2021 Environmental Restoration Program to complete certain ERP remediation projects for sites with approved Record of Decision.

Considering this opportunity to remediate the site, please prepare legislation for the next Common Council meeting to authorize the issuance and sale of bonds of the City of Syracuse in an amount not to exceed \$65,000. This funding will provide the required 10% local match for the NYS DEC Environmental Restoration Program.

Please contact me at (315)-448-8110 or okerney@syr.gov with any questions.

Division of City Planning
201 E. Washington St.
City Hall Commons,
Room 512
Syracuse, N.Y. 13202
Office 315 448 8160
www.syr.gov

Thank you,

Owen Kerney,
City Planning Division



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	10/12/21	Department:	City Planning
Project Name:	NYSDEC Clean-up Grant, 1410 Erie Blvd East		
Project Cost:	NTE \$65,000 (City matching funds)		
Contact Name:	Owen Kerney, Asst Director		
Project Description:	These funds will be used as the City's 10% match for a NYS DEC grant to remediate the brownfield site at 1410 Erie Blvd East. The project will be led by NYS and the work will clean-up the currently vacant site so it can be put back into productive use.		

Projected Time Line & Funding Source(s)

Estimated Start Date: 1/1/2022

Estimated Completion Date:

12/31/2023

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	65,000.00
State Aid/Grant (identify)	NYS DEC: ERP Grant 90%
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost): \$65,000.00	

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	65,000
2		
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes:

No:

Reason("No"): Funding was just offered by NYS DEC and was not included when CIP was drafted.

Director of Administration:

Date: 2/05/21

Director of Management & Budget:

Date: 10/21/2021

Commissioner of Finance:

Date: 10/21/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING MAYOR TO
SUBMIT AN APPLICATION TO THE NEW
YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION (NYSDEC)
UNDER THE ENVIRONMENTAL
RESTORATION PROGRAM (ERP) FOR A
GRANT NOT TO EXCEED \$650,000 TO BE USED
TO COMPLETE ERP REMEDIATION
PROJECTS AT THE “ZIP-ZIP” BROWNFIELD
SITE AT 1410 ERIE BOULEVARD EAST, AND
EXECUTE A CONTRACT OR WRITTEN
INSTRUMENTS ASSOCIATED WITH THE
GRANT AS NECESSARY**

WHEREAS, a Record of Decision (ROD) for the “Zip-Zip” Brownfield Site at 1410 Erie Boulevard East was approved by the New York State Department of Environmental Conservation (NYSDEC) in March 2020; and

WHEREAS, funding is currently available from the NYSDEC 2021 Environmental Restoration Program (ERP) to complete ERP remediation projects for sites with an approved ROD; and

WHEREAS, the City would like to apply for a NYSDEC 2021 Environmental Restoration Program Grant to remediate the “Zip-Zip” Brownfield Site at 1410 Erie Boulevard East. The Project will be led by New York State and the work will clean up the currently vacant site so it can be productive use;

NOW, THEREFORE, the Mayor be and he hereby is authorized to submit an application to the NYSDEC under the Environmental Restoration Program for a grant in an amount not to exceed \$650,000; if awarded said funds will be used to complete ERP Remediation Projects at the “Zip-Zip” Brownfield Site at 1410 Erie Boulevard East as described above; there is a 10% local match

for on-site remedial costs and 50% of demolition and/or asbestos removal. The City does not anticipate any demolition or asbestos removal, therefore the local match shall not to exceed \$65,000; the cost of the local match will be charged to the proceeds of the sale of bonds in the amount of \$65,000.00 authorized contemporaneously herewith by ordinance of the Common Council; 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.



DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

10

October 18, 2021

Owen Kerney
Assistant Director

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

Re: Request for legislation to apply for, and enter into agreement with New York State Department of Environmental Conservation for an Environmental Restoration Program grant for the 1410 Erie Boulevard East.

Dear Mr. Copanas,

The City completed an environmental investigation of the "Zip-Zip" site at 1410 Erie Boulevard East under the New York State Department of Environmental Conservation (NYSDEC) Environmental Restoration Program (ERP). A Record of Decision (ROD) for the site was approved by the NYSDEC in March 2020. Funding is currently available from the NYSDEC 2021 Environmental Restoration Program to complete ERP remediation projects for sites with an approved Record of Decision.

Considering the Zip-Zip site is eligible for this program, please prepare legislation for the next Common Council meeting authorizing the City to apply for, and enter into agreement with the NYSDEC for a project at this site. The project will implement the remedy (remediation) described in the ROD.

The total project cost not to exceed amount is \$650,000. If awarded, the City is responsible for 10% of on-site remedial costs and 50% for demolition and/or asbestos removal. The City does not anticipate any demolition or asbestos removal and therefore the City's 10% of on-site remedial costs share will not exceed \$65,000. This would be provided by the issuance and sale of City bonds for the project.

The project duration is unknown, and it will likely span additional fiscal years. The project site has been vacant and contaminated for years, and this program is an opportunity to mitigate this unfortunate legacy. Please contact me at (315)-448-8110 or okerney@syrgov.net with any questions.

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

Office 315 448 8160

www.syrgov.net

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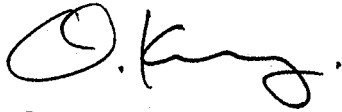
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Topic:

8 October 2021

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Thank you,

A handwritten signature in black ink, appearing to read "O. Kerney", with a stylized circular flourish at the beginning.

Owen Kerney,
City Planning Division

**A LOCAL LAW OF THE CITY OF SYRACUSE
AUTHORIZING THE MAYOR TO GRANT AND
CONVEY ALL OF THE RIGHT, TITLE AND
INTEREST OF THE CITY OF SYRACUSE IN
AND TO PARCEL NO. 3 OF THE ABANDONED
PORTION OF THE 500 BLOCK OF PROSPECT
AVENUE ADJACENT TO 522-524 NORTH
SALINA STREET, SYRACUSE, NEW YORK
(ABANDONED PURSUANT TO ORDINANCE NO.
266-2021) TO SHA 2013, LLC FOR A TOTAL OF
\$18,110.00**

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

Section 1. In accordance with the City Charter Section 6-202 (3), the Mayor is hereby authorized and empowered to grant and convey to 526 North Salina Street, LLC for a total of \$18,110.00 (\$17,356.00 plus \$754.00 for appraisal work), upon such terms and provisions and conditions as the Mayor may prescribe, all right, title and interest of the City of Syracuse in and to the parcel of land known as Parcel No. 3 of the abandoned portion of the 500 Block of Prospect Avenue adjacent to 522-524 North Salina Street, as described in Appendix "A" attached hereto; the appraisal fee of \$754.00 shall be credited to Account #426630.01.

Section 2. This local law shall take effect immediately subject to the provisions of the Municipal Home Rule Law of the State of New York.

Abandonment of a Portion of Prospect Avenue – Parcel No. 3

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being a portion of Prospect Avenue and being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Prospect Avenue at the intersection with the division line between the lands now or formerly of SHA 2013, LLC as described in Book 5287 of Deeds at Page 931 on the north and the lands now or formerly of St. Joseph's Health Center Properties, Inc. as described in Book 5226 of Deeds at Page 56; thence North 30 deg. 40 min. 30 sec. West along the said westerly line of Prospect Avenue, a distance of 23.36 feet to a point at its intersection with the division line between the said lands of SHA 2013, LLC on the south and the lands now or formerly of 526 North Salina, LLC as described in Deed Instrument No. 2020-019937 on the north; thence through the existing lands known as Prospect Avenue, the following four (4) courses and distances: 1.) North 41 deg. 59 min. 12 sec. East a distance of 14.88 feet to a point; thence 2.) North 44 deg. 14 min. 33 sec. East a distance of 19.93 feet to a point; thence 3.) South 30 deg. 40 min. 30 sec. East a distance of 53.16 feet to a point; and 4.) North 89 deg. 33 min. 40 sec. West a distance of 39.06 feet to the Point of Beginning. Containing 1,285.43 square feet or 0.030 acres of land, more or less.



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

October 19, 2021

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

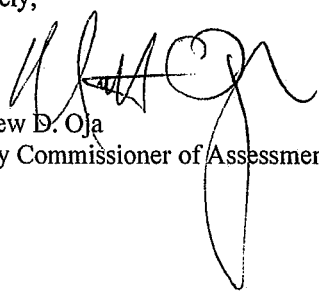
Mr. John P. Copanas
City Clerk
230 City Hall
Syracuse, New York 13202

Re: Sale of An Abandoned Portion of Prospect Avenue Adjacent to 522-524 North Salina Street

Dear Mr. Copanas:

On June 7, 2021, the Common Council approved the abandonment of a portion of Prospect Avenue. This Department requests an ordinance to authorize the sale of all right, title, and interest in a portion of this abandoned parcel to SHA 2013, LLC for a total sale price of \$18,110. A copy of the survey and land description are attached.

Sincerely,


Matthew D. Oja
Deputy Commissioner of Assessment

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

Office 315 448 8270
Fax 315 448 8190

assessment@syr.gov

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

6

**A LOCAL LAW OF THE CITY OF SYRACUSE
AUTHORIZING THE MAYOR TO GRANT AND
CONVEY ALL OF THE RIGHT, TITLE AND
INTEREST OF THE CITY OF SYRACUSE IN
AND TO PARCEL NO. 2 OF THE ABANDONED
PORTION OF THE 500 BLOCK OF PROSPECT
AVENUE ADJACENT TO 526-528 NORTH
SALINA STREET, SYRACUSE, NEW YORK
(ABANDONED PURSUANT TO ORDINANCE NO.
267-2021) TO 526 NORTH SALINA STREET, LLC
FOR A TOTAL OF \$13,330.00**

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

Section 1. In accordance with the City Charter Section 6-202 (3), the Mayor is hereby authorized and empowered to grant and convey to 526 North Salina Street, LLC for a total of \$13,330.00 (\$12,750.00 plus \$580.00 for appraisal work), upon such terms and provisions and conditions as the Mayor may prescribe, all right, title and interest of the City of Syracuse in and to the parcel of land known as Parcel No. 2 of the abandoned portion of the 500 Block of Prospect Avenue adjacent to 526-528 North Salina Street, as described in Appendix "A" attached hereto; the appraisal fee of \$580.00 shall be credited to Account #426630.01.

Section 2. This local law shall take effect immediately subject to the provisions of the Municipal Home Rule Law of the State of New York.

Abandonment of a Portion of Prospect Avenue – Parcel No. 2

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being a portion of Prospect Avenue and being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Prospect Avenue at the intersection with the division line between the lands now or formerly of 526 North Salina, LLC as described in Deed Instrument No. 2020-019937 on the south and the lands now or formerly of The Syracuse Flatiron, LLC as described in book 5318 of Deeds at Page 1 & 4; thence through the existing lands known as Prospect Avenue, the following five (5) courses and distances: 1.) North 46 deg. 38 min. 54 sec. East a distance of 14.51 feet to a point; thence 2.) North 44 deg. 14 min. 33 sec. East a distance of 19.97 feet to a point; thence 3.) South 30 deg. 40 min. 30 sec. East a distance of 27.96 feet to a point; thence 4.) South 44 deg. 14 min. 33 sec. West a distance of 19.93 feet to a point; and 5.) South 41 deg. 59 min. 12 sec. West a distance of 14.88 feet to a point on the division line between the said lands of 526 North Salina, LLC on the north and the lands now or formerly of SHA 2013, LLC as described in Book 5287 of Deeds at Page 931 on the south at its intersection with the said westerly line of Prospect Avenue; thence North 30 deg. 40 min. 30 sec. West along the said westerly line of Prospect Avenue, a distance of 29.20 feet to the Point of Beginning. Containing 943.94 square feet or 0.022 acres of lands, more or less.



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

October 19, 2021

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

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

Re: Sale of An Abandoned Portion of Prospect Avenue Adjacent to 526-528 North Salina Street

Dear Mr. Copanas:

On June 7, 2021, the Common Council approved the abandonment of a portion of Prospect Avenue. This Department requests an ordinance to authorize the sale of all right, title, and interest in a portion of this abandoned parcel to 526 North Salina, LLC for a total sale price of \$13,330. A copy of the survey and land description are attached.

Sincerely,

Matthew D. Oja
Deputy Commissioner of Assessment

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

Office 315 448 8270
Fax 315 448 8190

assessment@syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Local Law No.
City of Syracuse

2021

**A LOCAL LAW OF THE CITY OF SYRACUSE
AUTHORIZING THE MAYOR TO GRANT AND
CONVEY ALL OF THE RIGHT, TITLE AND
INTEREST OF THE CITY OF SYRACUSE IN
AND TO PARCEL NO. 1 OF THE ABANDONED
PORTION OF THE 500 BLOCK OF PROSPECT
AVENUE ADJACENT TO 530 NORTH SALINA
STREET, SYRACUSE, NEW YORK
(ABANDONED PURSUANT TO ORDINANCE NO.
268-2021) TO THE SYRACUSE FLATIRON, LLC
FOR A TOTAL OF \$36,460.00**

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

Section 1. In accordance with the City Charter Section 6-202 (3), the Mayor is hereby authorized and empowered to grant and convey to The Syracuse Flatiron, LLC for a total of \$36,460.00 (\$34,894.00 plus \$1,566.00 for appraisal work), upon such terms and provisions and conditions as the Mayor may prescribe, all right, title and interest of the City of Syracuse in and to the parcel of land known as Parcel No. 1 of the abandoned portion of the 500 Block of Prospect Avenue adjacent to 530 North Salina Street, as described in Appendix "A" attached hereto; the appraisal fee of \$1,566.00 shall be credited to Account #426630.01.

Section 2. This local law shall take effect immediately subject to the provisions of the Municipal Home Rule Law of the State of New York.

Abandonment of a Portion of Prospect Avenue – Parcel No. 1

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga, State of New York, being a portion of Prospect Avenue and being more particularly bounded and described as follows:

Commencing at a point in the westerly line of Prospect Avenue at the intersection with the easterly line of North Salina Street; thence South 30 deg. 40 min. 30 sec. East along the said westerly line of Prospect Avenue, a distance of 8.77 feet to the **Point of Beginning**; thence through the existing lands known as Prospect Avenue, following four (4) courses and distances: 1.) North 59 deg. 23 min. 11 sec. East a distance of 33.44 feet to a point; thence 2.) South 30 deg. 40 min. 30 sec. East a distance of 72.76 feet to a point; thence 3.) South 44 deg. 14 min. 33 sec. West a distance of 19.97 feet to a point and 4.) South 46 deg. 38 min. 54 sec. West a distance of 14.51 feet to a point on the division line between the lands now or formerly of 526 North Salina, LLC as described in Deed Instrument No. 2020-019937 on the south and the lands now or formerly of The Syracuse Flatiron, LLC as described in book 5318 of Deeds at Page 1 & 4 on the north at its intersection with the said westerly line of Prospect Avenue; thence North 30 deg. 40 min. 30 sec. West along the said westerly line of Prospect Avenue, a distance of 81.17 feet to the Point of Beginning. Containing 2,579.96 square feet or 0.059 acres of lands, more or less.

MAP NOTES

1. NORTH ORIENTATION IS BASED ON THE CITY OF SYRACUSE RIGHT OF WAY PLATS.

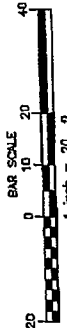
MAP REFERENCES

- MAP REFERENCES**

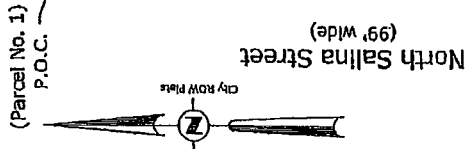
I CERTIFY THAT THIS SURVEY WAS PREPARED FROM AN ACTUAL FIELD SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND HAS BEEN PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE OF THE N.Y.S. ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

03/01/2021

DATE	B/S #	B/S #
000000	000000	000000



ONLY COPIES OF THIS MAP SIGNED IN RED INK AND EMBOSSED WITH THE SEAL OF AN OFFICER OF C.T. MALE ASSOCIATES OR A DESIGNATED REPRESENTATIVE SHALL BE CONSIDERED TO BE A VALID MAP.



LEGEND

- ☐ DRAINAGE MANHOLE
☐ SQUARE CATCH BASIN
☐ UTILITY POLE W/ CROSS ARM
☐ UTILITY POLE
☐ ELECTRIC MANHOLE
☒ TELEPHONE MANHOLE
☐ BURIED ELECTRIC LINE
☐ BURIED TELEPHONE LINE
☐ STREET LIGHT
☐ TRAFFIC SIGNAL
☐ SIGN

PROPOSED ABANDONMENT MAP

FOR A PORTION OF PROSPECT AVENUE
ADJACENT TO AND CONTIGUOUS TO 522-24, 526-28 & 530 NORTH SALINA STREET

CITY OF SYRACUSE

C.T. MALE ASSOCIATES
 Consulting Engineers, Architects, Planners, P.C.
 10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
 (213) 776-1100

50 CENTURY HILL DRIVE, LATHAM, NY 12110 PH 518-786-7400
COLESDALE, NY • GLEN FALLS, NY • POUGHKEEPSIE, NY
JONESTOWN, NY • RED HOOK, NY • SYRACUSE, NY

SHEET 1 OF 1

DATE OF BIRTH

DATE - FEB 14 2020

1

Abstract

Page 10 of 10



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

October 19, 2021

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

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

Re: Sale of An Abandoned Portion of Prospect Avenue Adjacent to 530 North Salina Street

Dear Mr. Copanas:

On June 7, 2021, the Common Council approved the abandonment of a portion of Prospect Avenue. This Department requests an ordinance to authorize the sale of all right, title, and interest in a portion of this abandoned parcel to The Syracuse Flatiron, LLC for a total sale price of \$36,460. A copy of the survey and land description are attached.

Sincerely,

Matthew D. Oja
Deputy Commissioner of Assessment

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

Office 315 448 8270
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

14 to 15

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF AN AMOUNT NOT TO
EXCEED \$532,000 OF THE AMERICAN RESCUE
PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED
BY THE CITY OF SYRACUSE TO BE USED BY
THE BUREAU OF INFORMATION
TECHNOLOGY OVER THE NEXT THREE (3)
YEARS FOR COSTS ASSOCIATED WITH AN
INFORMATION TECHNOLOGY (I.T.)
MODERNIZATION PROJECT TO MIGRATE TO
MICROSOFT 365 AND AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT WITH
MICROSOFT FOR SERVICES RELATIVE TO
THE I.T. MODERNIZATION PROJECT**

BE IT ORDAINED, that this Common Council hereby appropriates a sum not to exceed \$532,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Bureau of Information Technology; said funds are to be used over the next three (3) years to fund a Bureau of Information Technology Modernization Project to migrate to Microsoft 365, which will include a cloud hosted email solution along with access to the latest Office applications. The migration to Microsoft 365 will be for approximately seven hundred fifty (750) network user; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to enter into an agreement with Microsoft for an amount not to exceed \$532,000.00 for the Information Technology Modernization Project; and

BE IT FURTHER ORDAINED, that this agreement shall be for a three (3) year term effective as of the date the agreement is fully executed by both parties; and

BE IT FURTHER ORDAINED, that such agreement shall be subject to the approval of the

Corporation Counsel as to terms, form and content.



Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

14 10 13

September 09, 2021

David Prowak
Director

Mr. John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

Re: REQUEST FOR LEGISLATION

Dear Mr. Copanas

Please prepare legislation for the next meeting of the Common Council to appropriate \$532,000 of the American Rescue Plan Act (ARPA) 2021 fund an I.T. modernization project to migrate to Microsoft 365, to include a cloud hosted Email solution along with access to the latest Office applications.

Funds will be placed in an account to be designated by the Commissioner of Finance. Upon approval the City will execute an agreement with Microsoft and begin migrating approximately 750 network users. The agreement will be for a term of 3 years.

Sincerely,

X

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

Office 315 448-8431

www.syr.gov.net

David Prowak
Director of Information Technology

6

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



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 13, 2021
SUBJECT: Agreement with Microsoft

Julie Castellitto
Assistant Director

On behalf of the Office of Information Technology, I am requesting to appropriate funds in an amount not to exceed \$532,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance and enter an agreement with **Microsoft**. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used for an I.T. modernization project to migrate to Microsoft 365, to include a cloud hosted Email solution along with access to the latest Office applications. Once an agreement is approved the City will begin migrating approximately 750 network users. The agreement will be for a term of 3 years.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date 9/15/21

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

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

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

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

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

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

SERVICES AND NEIGHBORHOOD SUPPORT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

H. Both parties recognize the historical, environmental, economic, and cultural significance of the parks located throughout the City of Syracuse and adjacent to the University's campus, including Walnut Park and Thornden Park, and the parties desire to maintain, protect, preserve, and improve such parks.

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

NOW, THEREFORE, the parties agree as follows:

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

2. Financial Support for City Services. The University shall make annual payments to the City according to the schedule set forth in Exhibit "B" attached hereto and made a part hereof. Each annual payment shall be made on or before August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025. When the City implements a municipal sidewalk maintenance program, the University may hold back Fifty Thousand Dollars (\$50,000) from each annual payment due hereunder to cover any sidewalk assessments for University parcels that are included in the program during the Term (the "Hold Back"). The University shall remit the balance of the Hold Back (if any) within thirty (30) days of the payment of the municipal sidewalk assessment.

3. Financial Support for City Neighborhoods. In recognition of the fact that the University's activities have a direct impact on the surrounding City Neighborhoods, in addition to the payments described in paragraph 2 above, the University shall make to the City annual payments of Five Hundred Thousand Dollars (\$500,000) to provide financial support for the Neighborhoods. The annual Neighborhood support payments will be made on or before

August 31 of each year commencing on August 31, 2021, with the last payment due on August 31, 2025.

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

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

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

6. Support Services for City Parks. The City agrees to permit the University to perform certain maintenance and improvements at Walnut Park and Thornden Park, subject to the written approval (not to be unreasonably withheld or delayed) of the Commissioner of Parks

as to the scope of work as more fully set forth below. Unless otherwise mutually agreed to by the City and the University, the Commissioner of Parks shall review and approve or deny (in writing) all requests to perform maintenance or improvements within five (5) business days from receipt of the request from the University (the "Review Period"). Notwithstanding anything to the contrary in this Agreement, any request that is not approved or denied in writing within the Review Period is deemed approved.

- a. Walnut Park. Walnut Park refers to the three-block linear green space in Syracuse, New York, located to the immediate northeast of the University, and bordered on the north end by Harrison Street, the south by Waverly Avenue, the east by Walnut Avenue, and the west by Walnut Place. During the Term, the University shall provide certain maintenance, development, and security services for Walnut Park, including (i) general maintenance of the grounds at the park to the extent they affect the University's use and enjoyment of the park, including, without limitation, snow removal, mowing, weeding, tree trimming and litter pickup; (ii) the right to repair and improve areas of the park that affect the University's use and enjoyment of the park; and (iii) reasonable security and patrols. The University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether such repairs and improvements to Walnut Park shall be performed and the right to schedule and perform such repairs and improvements once the University has secured the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. The University's Department of Public Safety shall provide reasonable security and public safety patrols at Walnut Park, consistent with

the existing Memorandum of Understanding between the Syracuse Police Department and the Syracuse University Department of Public Safety, the terms of which are incorporated by reference herein. The University shall be responsible for all costs and expenses associated with maintenance, repairs, and improvements performed by the University at Walnut Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities, subject to securing the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite.

- b. Thornden Park. Thornden Park refers to the 76-acre park space in Syracuse, New York, located to the northeast of the University, and bordered on the north end by Madison Street, the south by Clarendon Street, the east by Ostrom Avenue, and the west by S. Beech Street. During the Term of this Agreement, the University shall enjoy the right to determine, subject to the written approval of the Commissioner of Parks (as outlined above), whether maintenance, repairs and temporary and permanent improvements affecting the University's use and enjoyment of a certain portion of Thornden Park, as set forth in Exhibit "D" attached hereto and made a part hereof and including entrances into Thornden Park from Ostrom Avenue, shall be performed and the right to schedule and perform such maintenance, repairs and improvements once the University has secured the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. Such maintenance, repairs and improvements may include, without limitation, snow removal, mowing, weeding, tree trimming and litter pickup.

The University shall be responsible for all costs and expenses associated with such maintenance, repairs, and improvements performed by the University at Thornden Park. The University and its students, faculty, staff, and other members, shall be free to use the park for educational, recreational, or ceremonial activities, subject to securing the proper City approvals and permits, which approvals and permits the City shall make best efforts to expedite. In addition to any maintenance, repairs or improvements the University may elect to make at Thornden Park, the City agrees to install new crosswalks in the following locations to ensure the safety of pedestrians entering Thornden Park and other property owned by the City: Ostrom Avenue and University Place; Ostrom Avenue and Waverly Avenue; Ostrom Avenue and Adams Street; Ostrom Avenue and Harrison Street; Ostrom Avenue and Madison Street.

- c. Insurance and Limitation of Liability. The University shall maintain (a) general liability insurance coverage sufficient to protect it from claims for death, personal injury or property damage arising from or resulting out of the negligence of the University in the performance of its operations pursuant to this paragraph 6 provided that as a minimum the policy shall provide for Two Million Dollars (\$2,000,000) in general liability coverage naming the City of Syracuse as an additional insured, and (b) workers compensation coverage (statutory limits). The University shall defend, indemnify and hold harmless the City of Syracuse, its officers and employees, from any and all claims, actions, suits, judgments, or proceedings that arise from the University's negligent acts or omissions in conducting activities on City property pursuant

to paragraph 6. For the avoidance of doubt, the University shall have no obligation to exercise any of the rights granted to it under this paragraph 6 and shall have no liability to the City or any third party for choosing not to exercise any such rights.

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

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

at the following locations: (a) the University's Hildegard and J. Myer Schine Student Center, and (b) a mutually agreed upon location on the University's south campus.

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

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

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

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

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

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

Attest:

CITY OF SYRACUSE

City Clerk

By: _____
Benjamin R. Walsh
Mayor

SYRACUSE UNIVERSITY

By: _____
Kent D. Syverud
Chancellor and President

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

On this _____ day of _____, 2021 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

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

On this _____ day of _____, 2021 before me personally came Kent Syverud, Chancellor and President for Syracuse University with whom I am personally acquainted; who, being by me duly sworn did depose and say: he is the Chancellor and President for Syracuse University, the educational institution described herein, and which executed the within instrument; and that he is duly authorized to execute this Agreement on behalf of the University.

Notary Public

EXHIBIT A

<u>Operational Services</u>	
Facilities/ Physical Plant	Walnut Avenue and Walnut Park Maintenance (mowing, plowing, litter and trash removal)
	<u>Dome and surrounding areas (assist with plowing of City streets and sidewalks on an as needed basis)</u>
	<u>Comstock Avenue from Colvin Street to East Genesee Street (plow City streets and sidewalks on both sides of the street)</u>
	<u>East Adams to East Genesee Street (plow the road and sidewalks on the west side of the road only)</u>
	<u>Euclid Avenue from Comstock to Westcott (plow the roads and sidewalks on both sides of the street; maintain eight flower pots in Westcott Commons area)</u>
	<u>Assist with City streets/snow removal as needed during snow storms</u>
	<u>Euclid Avenue from Comstock to Ostrom Avenue (sidewalk replacement)</u>
	<u>Improvements and maintenance of designated section of Thornden Park (map)</u>
	<input type="radio"/> staff on an annual basis _____ <input type="radio"/> equipment _____

¹ This Exhibit A contains a historical and current sample of the educational, cultural, financial and other benefits the University has provided or currently provides to the City and its residents. The information herein is not an exhaustive list of all support and services the University has rendered or currently renders to the City.

Design and Construction	Construction of Walnut Park retaining wall
	Marshall Street curb replacement
	Euclid Ave curb replacement
	University Place curb replacement
	Water main improvement on Sims Drive
	Water main replacement on Euclid Avenue
	Water Main replacement on University Place (2016)
	University Place sewer slip-lining (2016)
	University area crime control initiatives (equipment and labor)
	Department of Public Safety ("DPS") support to City Police related to campus crimes
Public Safety	Orange Watch: regular DPS patrols of nearby city streets and campus perimeters
	DPS traffic enforcement and accident reports
	Joint investigations between DPS and City Police
	Academy training

	Conduct fire safety inspections on campus
	Respond to fire alarms on campus
	Respond to medical calls on campus
	Permitting assistance: review of fire and safety specifications for new construction
	Daily reporting of on-campus incidents to City Police
	Weekly reporting on campus fire safety inspections and projects
	<u>Meeting support and space for in-service training for Syracuse Police</u>
	<u>Funding for installation of Syracuse Police Department video security cameras in off campus neighborhood area (8 cameras)</u>
	<u>Three camera installment for additional security (Comstock and Stratford, Walnut Park areas)</u>
	<u>Walking uniformed security officer patrols and safety escorts in the off-campus neighborhood during the academic year (east of campus/Euclid Lancaster/Wescott region).</u>
Traffic Control	Joint DPS and City Police traffic control during major events
	<u>Increased payment to City of Syracuse for Dome/Stadium Traffic agreement.</u>
Information Technology Services	Host five WiFi hotspots for City Police on patrol (equipment, installation, and maintenance)

Procurement and Investment of Public and Private Funds	Near Westside Initiative: network support for La Casita and 601 Tully
	Say Yes to Education Computer Lab: Developed and Maintained computer lab for students
	Peoplesoft analysis and implementation: assist and advise City and County on conversion to and use of Peoplesoft System
	Support and IT consultation services to Mayor's Broadband Initiative
	<u>Access to select on-campus Department of Public Safety video security cameras.</u>
	<u>Bi-directional radio antenna equipment installed in various University building basements for improved Syracuse Fire Department and Syracuse Police Department radio operability.</u>
Key Initiatives	
Procurement and Investment of Public and Private Funds	Connective Corridor: various transportation enhancements to the City's right of way, façade improvements to properties along the Corridor, and transit investments
	Nancy Cantor Warehouse: transformative renovation of vacant warehouse sparked wave of downtown renaissance
	Near Westside Initiative: leveraging resources of the University to invest in and develop neighborhood
	Syracuse Center of Excellence: construction of world-class research facility to develop and grow businesses working in green and clean technology
	Lerner Center for Public Health Promotion: established to promote healthy lifestyles throughout Syracuse community
	Say Yes to Education: responsible for creating the first local chapter of Say Yes to Education, Inc. that provides free tuition to students of the City of Syracuse to attend the University

		Southside Innovation Center: former carpet showroom is now home to an incubator for small businesses
		Shaw Center for Public and Community Service: providing tutoring, programming and other community engagement services for city schools, nonprofit organizations and public agencies
		Syracuse Student Sandbox: incubator for student entrepreneurs located in downtown Syracuse
		<u>Provided free Teachers Online training certificate program in August/September 2020 for Syracuse City School District teachers</u>
Academic Services		
College of Arts & Sciences	Community Folk Art Center: University-sponsored cultural venue that promotes art and artists of the African Diaspora through community events, programs, and exhibitions.	
	La Casita Cultural Center: University-sponsored center located in the Near Westside neighborhood that celebrates Hispanic culture throughout the region	
	Point of Contact: downtown Syracuse gallery for contemporary verbal and visual arts in Central New York	
	Janklow Arts Leadership Program: supplies interns, advice, and programming to local arts organizations	
	Teacher Education Placements in Syracuse City School District ("SCSD")	
College of Education	Syracuse Urban Inclusive Teacher Residency	
	Next Big Thing: collaboration between SCSD and administrators at College of Education	
	4A Arts & Creative Literacies Academy: grant to Dr. Weeks Elementary School	

	Taishoff Center OnCampus program: brings SCSD students with intellectual disabilities to the University for inclusive higher education
	Art & Nutrition Curriculum
	Teachers of Color recruitment pipeline plan
	Schools of Promise: supports inclusive schools in the community
	SU Psychological Teaching Lab: diagnoses and develops plans for SCSD students with unique learning disorders
	Professional Development for SCSD teachers and administrators
	Liberty Partnerships Program: NYS-funded program implemented at Danforth, Clary, Roberts, Corcoran, and Fowler schools, encourages staying in school
	Board memberships on CNY Community Foundation and LiteracyCNY, ARC
	Senior engineering projects: students work with NYSDOT and other agencies to solve real-world engineering and transportation problems
	SCSD-targeted programming: educational programs at local science museum
College of Engineering and Computer Science	Board and committee membership at Red House, United Way
	Project ENGAGE: attracting female students to the field of engineering
	Legal externship placement in City's Office of Corporation Counsel
College of Law	Assistance with grant applications for the City Department of Neighborhood Planning and Business Development

	Seat on Advisory Committee of City Police Department
	Bankruptcy Clinic
	Children's Rights & Family Law Clinic
	Community Development Law Clinic
	Criminal Defense Clinic
	Disability Rights Clinic
	Elder Law Clinic
	Low Income Taxpayer Clinic
	Securities Arbitration & Consumer Law Clinic
	Veterans Legal Clinic
Falk College	Designed training modules for the Aging Studies Institute for SCSD Foster Grandparenting Program
	Sport and Human Development Institute: put on UNICEF's Kid Power Program in SCSD
	Marriage and Family Therapy & Center for Couple and Family Therapy: free counseling and clinical visits for children and families
	Neighborhood Trauma due to Violence Project: no-cost therapy for residents of Syracuse gunshot clusters who are experiencing trauma

	Various community placements of University students through courses
	Board membership at Syracuse City Ballet
Maxwell School	<p>Research and grant writing: students and faculty assist the City and local organizations with grant writing and related projects</p> <p>Participation in Mayor's Summit on Municipal Finance</p> <p>Community Geographer: helps the City and local non-profits to make planning and programming decisions through mapping and analysis of social, economic and cultural conditions within the City</p> <p>The Maxwell Program in Citizenship and Civic Engagement</p> <p>Campbell Public Affairs Institute: home to numerous programs including Campbell Conversations interviews on public radio; Campbell Debates; State of Democracy Lecture Series; Tanner Lecture Series</p> <p>Student capstone projects</p> <p>Policy proposals and research study projects</p> <p>Symposia and lectures on current issues open to the public</p> <p>Faculty as board members or advisors to government or not-for-profit corporations</p> <p>Comm. UNITY student agency developed to help non-profits</p> <p>The Newhouse: student advertising club with local restaurants, hotels, and companies as clients</p>
Newhouse School	

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

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

University College	Thursday Morning Roundtable: weekly civic forum to learn about and discuss community issues
	Talent & Education Development Center: develop and deliver professional development programs for employers and individuals
	English Language Institute: providing English language courses for academic and business purposes
	Part-time study available for community members
	Onondaga Citizens League: organization open to all citizens that studies issues that affect the community's economic health and quality of life
	Institute for Retired People: provides programming for retired individuals to promote intellectual activity and discovery of new interests
	Bristol-Myers Squibb Science Horizons: week-long science camp for local seventh and eighth grade students
	Shadow Day: brings fifth grade students from Seymour Magnet School to campus for a day where they experience college life first-hand
	Citizens Academy: program that educates citizens of Onondaga County about the organization and operations of local governments
	Women of the University Community: open membership group offering social programs, interest groups, and educational programs about the Syracuse community
	Community Music Division (Setnor School of Music): provides opportunities for Syracuse residents of all musical skill levels to learn about and perform music
	The Alexander N. Charters Library of Resources for Educators of Adults: library dedicated to adult and continuing education
	Service on boards of organizations throughout the City
	Corporate Volunteer Council: collection of businesses, organizations, institutions, and other entities that promote and coordinate volunteerism in Central New York

	<u>Provided 20 spaces for SU Summer College for Syracuse City Schools (2018)</u>
	<u>Provided 25 spaces for SU Summer College for Syracuse City Schools (2021)</u>

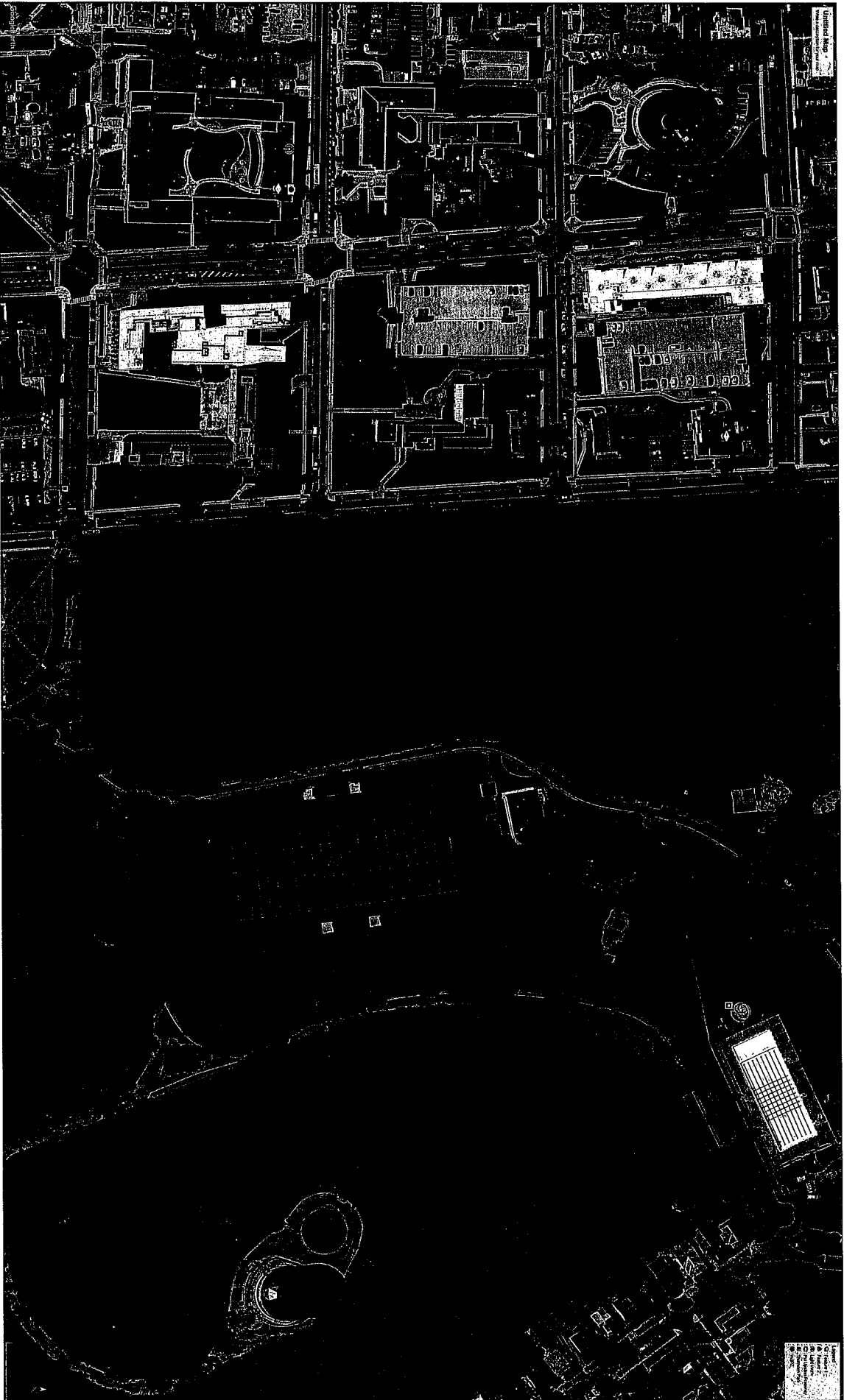
EXHIBIT "B"

SERVICE PAYMENT SCHEDULE

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

EXHIBIT "D"

DESIGNATED AREA OF THORNEND PARK





OFFICE OF THE MAYOR

Ben Walsh, Mayor

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

Re: Legislation Request – Services Agreement with Syracuse University

Dear Mr. Copanas:

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

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

The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalk fees; to stripe crosswalks on Ostrum Ave near Thornden Park; to provide assistance and coaching related to the permitting process; to hire an additional code inspector to be assigned to the university area; and to add Schine Student Center and South Campus as training rotations for Police Cadets (pre-Academy CSOs.)

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

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

Sincerely,

Frank Caliva
Chief Administrative Officer

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE NO.
727-2019 AS LAST AMENDED BY ORDINANCE
NO. 330-2021 AUTHORIZING A PROFESSIONAL
SERVICES CONTRACT RELATIVE TO
PROVIDING WEBSITE REDESIGN SERVICES
FOR THE CITY OF SYRACUSE**

BE IT ORDAINED, that Ordinance No. 727-2019 as last amended by Ordinance No. 330-
2021 is hereby amended to read as follows:

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

WHEREAS, the City issued a Request for Proposals (RFP #19-037) and established a committee to review submitted proposals pursuant to Section 5-205A of the City Charter; and

WHEREAS, the Mayor has awarded a contract based upon the aforementioned Request for Proposal process to Open Cities under the following terms:

- (1) Open Cities will provide website redesign services for syrgov.net and for the implementation of a new Content Management System, to manage the City's website;
- (2) The agreement shall be in effect as of December 18, 2019;
- (3) Open Cities shall also provide the following specific services:
 - (a) Website design, configuration and implementation;
 - (b) Digital Services Training for City Departments; and
 - (c) Open Cities Annual Subscription of \$32,000.00 for Year One; and
 - (d) Open Forms Enterprise Version.

; and

WHEREAS, the City wishes to amend the contract to expand the scope of services to include the additional services of developing and writing new web content for key City Departments that lack City technical support; converting two hundred (200) of the City's existing PDF forms available on the website to PDF forms that are compliant with the Americans with

Disabilities Act (ADA); and to include the cost of security certificates, DNS, and the WebOps hosting fee at a total cost not to exceed \$200,000;

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 having a total not to exceed cost of \$105,000.00, subject to the approval of the Corporation Counsel as to terms, form and execution; the Agreement is hereby extended for a three year renewal period effective May 1, 2021 for the Open Cities Annual Subscription and Help Desk at a cost not to exceed \$32,000 and unlimited seats for the Open Forms Enterprise Version at a cost not to exceed \$14,000, for a total cost not to exceed \$46,000.00 per year for all services to be provided under the amended agreement; the Agreement is hereby amended to expand the scope of work to include additional services associated with the implementation of a new City website including developing and writing new web content for key City Departments that lack City technical support at a cost not to exceed \$150,000; for converting two hundred (200) of the City's existing PDF forms available on the website to PDF forms that are compliant with the Americans with Disabilities Act (ADA) at a cost not to exceed \$30,000, and to cover the cost of security certificates, DNS, and the WebOps hosting fee at a cost not to exceed \$20,000, for a new total cost not to exceed for all services to be provided under the agreement to \$305,000.

BE IT FURTHER ORDAINED, that all costs associated with the original scope of services as detailed above shall be charged to the IT Department Budget Account No. 540530.01.16800 and all costs associated with the expanded scope of services shall be charged to the account designated by the Commissioner of Finance for the \$200,000 in ARPA funds authorized contemporaneously with this ordinance.

= new material

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF AN AMOUNT NOT TO
EXCEED \$200,000 OF THE AMERICAN RESCUE
PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED
BY THE CITY OF SYRACUSE TO BE USED BY
THE BUREAU OF INFORMATION
TECHNOLOGY**

BE IT ORDAINED, that this Common Council hereby appropriates a sum not to exceed \$200,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Bureau of Information Technology; said funds are to be used over the next three (3) years to fund additional services associated with the implementation of a new City website including developing and writing new web content for key City Departments that lack City technical support at a cost not to exceed \$150,000; for converting two hundred (200) of the City's existing PDF forms available on the website to PDF forms that are compliant with the Americans with Disabilities Act (ADA) at a cost not to exceed \$30,000, and to cover the cost of security certificates, DNS, and the WebOps hosting fee at a cost not to exceed \$20,000, in the manner provided by law.



Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

16-17

David Prowak
Director

08 October 2021

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Appropriation of American Rescue Plan Funds; and Request to Amend Ordinance 727-2019
Authorizing a Professional Service Contract for Web Development Work for the City of Syracuse;

Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the City to amend Ordinance No. 727-2019, an agreement with Open Cities for software and consulting services for developing the city of Syracuse website to extend the do not exceed contract amount from \$105,000 to \$305,000. The additional spending is to support an expanded scope of work including developing and writing new web content for key departments that lack city technical support and for converting 200 of the city's PDF forms to ADA compliant online forms.

The vendor, Open Cities, selected through a competitive request for proposal process (RFP #19-037) has supported the city in content migration and continues to support the city in the technical support of setting up the new syr.gov.

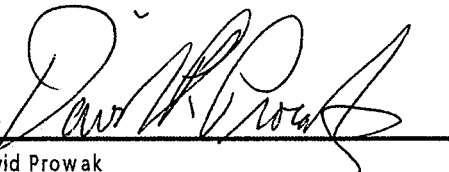
- | | |
|--|-------------|
| • Web Content and Form Development Services | - \$150,000 |
| • 3-5 year security certificates, DNS, WebOps hosting fees | - \$20,000 |
| • Contracted data entry support | - \$30,000 |

The cost of these services shall be charged to an account determined by the Commissioner of Finance and shall not exceed \$200,000.00.

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

Office 315 448-8431

www.syr.gov.net

X 

David Prowak
Director of Information Technology

CC: Frank Caliva, Chief Administrative Officer
CC: Timothy Rudd, Budget Director
CC: Ruthnie Angrand, Communications and Marketing Director

10

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: October 12, 2021
SUBJECT: Amend Agreement with Open Cities

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Office of Information Technology, I am requesting to: 1.) appropriate funds in an amount not to exceed \$200,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance and 2.) amend ordinance #727-2019, an agreement with Open Cities for software and consulting services for developing the City of Syracuse website to extend the do not exceed contract amount from \$105,000 to \$305,000. The additional spending is to support an expanded scope of work including developing and writing new web content for key departments that lack City technical support and for converting 200 of the City's PDF forms to ADA compliant online forms.

The vendor, Open Cities, selected through a competitive request for proposals process (RFP #19-037) has supported the City in content migration and continues to support the City in the technical support of setting up the new syr.gov.

- Web Content and Form Development Services \$150,000
- 3-5 year security certificate3s, DNS, WebOps hosting fee \$20,000
- Contracted data entry support \$30,000

The cost of these services shall be charged to an account to be determined by the Commissioner of Finance and shall not exceed \$200,000.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date

OCT 13 2021

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

Ordinance No.

2021

**ORDINANCE AUTHORIZING CORRECTION OF
TAX ROLLS**

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

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

IS --

SHOULD BE -

#1720105200
232-42 Croly St
AQ Investment + Mgmt LLC
037.-07-07.0
LAND VALUE: \$6,000
FULL VALUE: \$6,000
BU/CU CHARGES: \$817.65
ALL OTHER CHARGES AS BILLED

#1720105200
232-42 Croly St
AQ Investment + Mgmt LLC
037.-07-07.0
LAND VALUE: \$6,000
FULL VALUE: \$6,000
BU/CU CHARGES: \$0
ALL OTHER CHARGES AS BILLED



18

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

8 October 2021

Ann E. Gallagher
First Deputy
Commissioner

City Clerk John P. Copanas
230 City Hall
Syracuse, New York 13202

Matthew D. Oja
Deputy Commissioner

Re: Request for Legislation

Dear Mr. Copanas:

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

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

**Department of
Assessment**

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

Office 315 448 8270
Fax 315 448 8190

assessment@syrgov.net

Very Truly Yours,

Matthew Oja
Deputy Commissioner of Assessment

Ordinance No.

2021

**ORDINANCE AUTHORIZING TRANSFER OF
FUNDS WITHIN THE FISCAL YEAR 2021-2022
BUDGET PER THE ATTACHED SCHEDULE**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by various departments in accordance with the attached Schedule "A", in the manner provided by law.

SCHEDULE "A"

TRANSFER FROM:

Account #	General Fund	Transfer Amount	FY 21/22 Budget as authorized	FY 21/22 Budget as amended
590600.01.590601	Medical Insurance	\$76,000	\$40,470,979	\$40,394,979

TRANSFER TO:

Account # Budget	General Fund	Transfer Amount	FY21/22 Budget as authorized	FY 21/22 as amended
13200.01.541500 \$80,000	Audit - Professional Services	\$76,000	\$5,000	



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

October 13, 2021

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

RE: REQUEST FOR LEGISLATION – 2021/2022 Budget Transfer

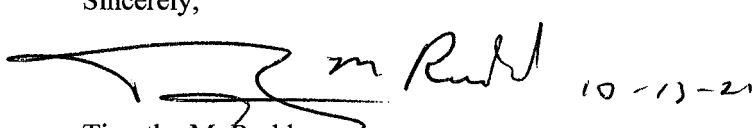
Dear Mr. Copanas:

Please prepare legislation to be placed on the next Common Council meeting authorizing the following transfer of funds within the FYE June 30, 2022 City Budget.

<u>Account Number</u>	<u>General Fund</u>	<u>Budget Transfer</u>	<u>Budget 2021/2022</u>	<u>Budget as Amended</u>
Transfer from:				
90600.01.590601	Medical Insurance	\$76,000	\$40,470,979	\$40,394,979
Transfer to:				
13200.01.541500	Audit – Professional Services	\$76,000	\$5,000	\$81,000

Thank you.

Sincerely,


Timothy M. Rudd
Director of 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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

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

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

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

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the City to accept the sewer main and appurtenances as constructed by

National Grid in **Tax Map Parcel 096.-08-03.0** (access & maintenance easement to be conveyed) as shown on the plans as forwarded to the Department of Engineering prepared for National Grid by GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers, dated March 15, 2021, Revision No. 3, titled "*National Grid Tempe Street Sanitary Relocation, 600-20 Clinton St., & Taylor St.*", subject to the following conditions:

1. National Grid shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works and the Commissioner of the combined sewer main and appurtenances which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State Plane Coordinates, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** National Grid shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
4. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
5. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
6. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
7. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations

which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

8. That National Grid shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, National Grid, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
9. National Grid shall cause any insurance provided by its contractors working on the sewer relocation project, to also name the City as an additional insured. National Grid agrees to require of its prime general contractor a Comprehensive General Liability Insurance policy naming National Grid as an additional insured and naming the City as an additional insured with minimum limits of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage with an excess umbrella policy having a limit of not less than Four Million Dollars (\$4,000,000.00). In addition, National Grid shall require the contractors to maintain workers compensation insurance.
10. That National Grid, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the construction of such Work in said streets, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed.
11. National Grid shall meet the following as set by the City Engineer.
 - a. **Provide full time consultant construction inspection during the construction of the sewer. Construction reports to be provided to the City.**
 - b. The Consultant Inspector shall have experience in sewer construction and general reconstruction in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction and inspection documentation, including but not limited to, shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
 - c. TV all completed sewer lines and provide copies of the TV to the City for review.
 - d. Mandrel test each segment of sewer line, testing to be observed by a qualified Engineer and a report of the testing to be delivered to the City.
 - e. Correct any deficiencies in the construction as identified by the City to the satisfaction of the City.
 - f. All sewers shall be cleaned before handing over to the City.

12. National Grid shall address any deviations noted between the as-built plans/design plans to the satisfaction of the City without exception for the sewer main.
13. National Grid shall provide indemnification from GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers as there is no contractual design agreement between the City of Syracuse and the Engineer of Record GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers for the design of the sewer.
14. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, receipt of acceptable record drawings and recording of the easement, said combined sewer and all rights and interests thereto shall pass to and become the property of the City of Syracuse.
15. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and that National Grid shall warranty the same for one (1) year from the date of acceptance by the City of Syracuse.
16. The acceptance of the dedication of an easement to the City of Syracuse for the operation, maintenance & repair of the above described combined sewer mains and described as follows:

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

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

Beginning at a point along the easterly bounds of Oneida Street at the division line of the lands conveyed to Sycamore Holding, LLC by deed recorded in the Onondaga County Clerk's Office in Liber 4784 of the book of deeds at page 44 on the north and lands conveyed to Niagara Mohawk Power Corporation by multiple deeds recorded in the Onondaga County Clerk's Office in Liber 2241 of the book of deeds at page 259, Liber 2241 of the book of deeds at page 268, Liber 2249 of the book of deeds at page 153, Liber 2375 of the book of deeds at page 376 and Liber 2403 of the book of deeds at page 1171 on the south; Thence N72°37'43"E, passing over an iron pipe found 0.86 feet along said division line a distance of 132.00 feet to a point; Thence N72°37'43"E, through said lands of Niagara Mohawk Power Corporation a distance of 22.00 feet to a point on a division line of the lands conveyed to Onondaga County Industrial Development Agency by deed recorded in the Onondaga County Clerk's Office in Liber 3742 of the book of deeds at page 257 on the north and said lands of Niagara Mohawk Power Corporation on the south; Thence continuing along the last mentioned division line the following three (3) courses and distances: 1) N72°37'43"E a distance of 32.00 feet to a point marked by an iron pipe, 2) S17°21'29"E, a distance of 164.99 feet to a point and 3) N72°37'43"E, a distance of 1.93 feet to a point, Thence S60°45'17"E, through said lands of Niagara

Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to be constructed a distance of 37.64 feet to a point along the last mentioned division line, Thence along the last mentioned division line the following three (3) courses and distances: 1) S33°15'30"E, a distance of 17.55 feet to a point, 2) S60°45'28"E, a distance of 32.00 feet to a point and 7) N74°02'58"E, a distance of 11.42 feet to a point; Thence N74°02'58"E, through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to be constructed a distance of 1.63 feet to a point along the westerly bounds of Clinton Street; Thence S12°45'28"E, continuing along said westerly bounds of Clinton Street on the east and said lands of Niagara Mohawk Power Corporation on the west a distance of 23.51 feet; Thence through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet southwesterly of and parallel to a sanitary sewer to be constructed the following four (4) courses and distances: 1) N75°49'29"W, a distance of 9.72 feet to a point, 2) N60°45'17"W, a distance of 112.01 feet to a point, 3) N17°21'29"W, a distance of 150.90 feet to a point and 4) S72°37'43"W, a distance of 166.00 feet to the easterly bounds of Oneida Street; Thence N17°21'29"W, continuing along said easterly bounds of Oneida Street on the west and said lands of Niagara Mohawk Power Corporation on the east a distance of 20.00 feet to the point of beginning, containing 0.195 acre of land more or less.

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

17. That the City of Syracuse (Grantee) shall pay National Grid (Grantor) in consideration One Dollar (\$1.00); all other costs to be borne by the Grantor.
18. National Grid grants the above described easement to the City of Syracuse for the purpose of repairing, operating and maintaining on, in, over, under and across said parcels of land, any and all necessary Sewer Facilities and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.
19. National Grid shall record said right of way and easements with Map, Legal description and monuments with the County of Onondaga, State of New York, subject to approval by the City Engineer and the Commissioner of Public Works.
20. National Grid, its successors and/or assigns will not erect any structure on, or modify the landscape of, the proposed utility easements and shall not do any act which would interfere with or hinder the City's use of the easements for the construction, reconstruction or maintenance of the improvements. Future restoration of surfaces disturbed by the City for the purposes of conducting its lawfully authorized activity within the easements shall be to minimal, temporary standards normally adhered to in other City rights of way and shall not include the restoration of any bushes, trees,

shrubbery, pavements or extraordinary landscape improvements. The normal maintenance and upkeep of the easements, including the cutting of lawns, removal of silt and debris, maintaining the pavement etc., shall forever rest with the National Grid, its successors and/or assigns. Surface restoration of paved areas, necessitated by work in the easement by the City, will only be to temporary standards and it shall be the responsibility of National Grid to maintain the surface and make the permanent surface repair sufficient for the National Grid intended use of the area.

21. National Grid shall obtain and transfer the required additional easement area which is currently owned by OCIDA to the City in order to establish a 20 foot wide easement centered on the combined sewer for the City to operate, maintain and repair the combined sewer in the future. The additional easement for the remaining easement area needed which is currently owned by OCIDA shall be granted to the City within 2 years of the date of the approved ordinance.
22. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer, and National Grid.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

8 October 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Mr. John Copanas
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: An Ordinance Accepting the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way and now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street); and Accept an Easement for the Operation, Maintenance & Repair of said Combined Sewer Main and Appurtenances from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid).

Dear Mr. Copanas:

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

An Ordinance Accepting the Relocation and Reconstruction of an 18" Combined Sewer Main and Associated Appurtenances by Niagara Mohawk Power Corporation D/B/A National Grid (National Grid) located in the former Temple St Right of Way & now part of Tax Map Parcel 096.-08-03.0 (900-40 Clinton Street); and Accept an Easement for the Operation, Maintenance & Repair of said Combined Sewer Main and Appurtenances from Niagara Mohawk Power Corporation D/B/A National Grid (National Grid). National Grid is requesting to relocate the sewer in order to facilitate expanding and improving the electrical transformer station located on the subject parcel, owned by National Grid (096.-08-03.0). All work shall be completed at no cost to the City of Syracuse.

This department has reviewed, coordinated with other City departments and is of the opinion that the acceptance of the constructed combined sewer main and appurtenances described in the plans and specifications on file at our office is in the best interest of the City. It is, therefore, recommended that an ordinance be submitted for consideration by the Common Council to accept the sewer main and appurtenances as constructed by National Grid in **Tax Map Parcel 096.-08-03.0** (access & maintenance easement to be conveyed) as shown on the plans as forwarded to the Department of Engineering prepared for National Grid by GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers, dated March 15, 2021, Revision No. 3, titled "*National Grid Tempe Street Sanitary Relocation, 600-20 Clinton St., & Taylor St.*".

The acceptance of the sanitary sewer main will be subject to the following:

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

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

1. National Grid shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works and the Commissioner of the combined sewer main and appurtenances which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State Plane Coordinates, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** National Grid shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
4. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
5. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
6. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
7. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
8. That National Grid shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, National Grid, or its successors and assigns, shall be responsible for replacement to the satisfaction

of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.

9. National Grid shall cause any insurance provided by its contractors working on the sewer relocation project, to also name the City as an additional insured. National Grid agrees to require of its prime general contractor a Comprehensive General Liability Insurance policy naming National Grid as an additional insured and naming the City as an additional insured with minimum limits of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage with an excess umbrella policy having a limit of not less than Four Million Dollars (\$4,000,000.00). In addition, National Grid shall require the contractors to maintain workers compensation insurance.
10. That National Grid, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the construction of such Work in said streets, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed.
11. National Grid shall meet the following as set by the City Engineer.
 - a. **Provide full time consultant construction inspection during the construction of the sewer. Construction reports to be provided to the City.**
 - b. The Consultant Inspector shall have experience in sewer construction and general reconstruction in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction and inspection documentation, including but not limited to, shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
 - c. TV all completed sewer lines and provide copies of the TV to the City for review.
 - d. Mandrel test each segment of sewer line, testing to be observed by a qualified Engineer and a report of the testing to be delivered to the City.
 - e. Correct any deficiencies in the construction as identified by the City to the satisfaction of the City.
 - f. All sewers shall be cleaned before handing over to the City.
12. National Grid shall address any deviations noted between the as-built plans/design plans to the satisfaction of the City without exception for the sewer main.
13. National Grid shall provide indemnification from GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers as there is no contractual design agreement between the City of Syracuse

and the Engineer of Record GZA GeoEnvironmental of NY, Engineers and Scientists & Engineers for the design of the sewer.

14. Upon completion of said work to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, receipt of acceptable record drawings and recording of the easement, said combined sewer and all rights and interests thereto shall pass to and become the property of the City of Syracuse.
15. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and that National Grid shall warranty the same for one (1) year from the date of acceptance by the City of Syracuse.
16. The acceptance of the dedication of an easement to the City of Syracuse for the operation, maintenance & repair of the above described combined sewer mains and described as follows:

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

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

Beginning at a point along the easterly bounds of Oneida Street at the division line of the lands conveyed to Sycamore Holding, LLC by deed recorded in the Onondaga County Clerk's Office in Liber 4784 of the book of deeds at page 44 on the north and lands conveyed to Niagara Mohawk Power Corporation by multiple deeds recorded in the Onondaga County Clerk's Office in Liber 2241 of the book of deeds at page 259, Liber 2241 of the book of deeds at page 268, Liber 2249 of the book of deeds at page 153, Liber 2375 of the book of deeds at page 376 and Liber 2403 of the book of deeds at page 1171 on the south; Thence N72°37'43"E, passing over an iron pipe found 0.86 feet along said division line a distance of 132.00 feet to a point; Thence N72°37'43"E, through said lands of Niagara Mohawk Power Corporation a distance of 22.00 feet to a point on a division line of the lands conveyed to Onondaga County Industrial Development Agency by deed recorded in the Onondaga County Clerk's Office in Liber 3742 of the book of deeds at page 257 on the north and said lands of Niagara Mohawk Power Corporation on the south; Thence continuing along the last mentioned division line the following three (3) courses and distances: 1) N72°37'43"E a distance of 32.00 feet to a point marked by an iron pipe, 2) S17°21'29"E, a distance of 164.99 feet to a point and 3) N72°37'43"E, a distance of 1.93 feet to a point, Thence S60°45'17"E, through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to

be constructed a distance of 37.64 feet to a point along the last mentioned division line, Thence along the last mentioned division line the following three (3) courses and distances: 1) S33°15'30"E, a distance of 17.55 feet to a point, 2) S60°45'28"E, a distance of 32.00 feet to a point and 7) N74°02'58"E, a distance of 11.42 feet to a point; Thence N74°02'58"E, through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet northeasterly of and parallel to a sanitary sewer to be constructed a distance of 1.63 feet to a point along the westerly bounds of Clinton Street; Thence S12°45'28"E, continuing along said westerly bounds of Clinton Street on the east and said lands of Niagara Mohawk Power Corporation on the west a distance of 23.51 feet; Thence through said lands of Niagara Mohawk Power Corporation along a line drawn 10 feet southwesterly of and parallel to a sanitary sewer to be constructed the following four (4) courses and distances: 1) N75°49'29"W, a distance of 9.72 feet to a point, 2) N60°45'17"W, a distance of 112.01 feet to a point, 3) N17°21'29"W, a distance of 150.90 feet to a point and 4) S72°37'43"W, a distance of 166.00 feet to the easterly bounds of Oneida Street; Thence N17°21'29"W, continuing along said easterly bounds of Oneida Street on the west and said lands of Niagara Mohawk Power Corporation on the east a distance of 20.00 feet to the point of beginning, containing 0.195 acre of land more or less.

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

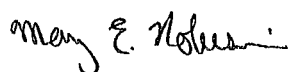
17. That the City of Syracuse (Grantee) shall pay National Grid (Grantor) in consideration One Dollar (\$1.00); all other costs to be borne by the Grantor.
18. National Grid grants the above described easement to the City of Syracuse for the purpose of repairing, operating and maintaining on, in, over, under and across said parcels of land, any and all necessary Sewer Facilities and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.
19. National Grid shall record said right of way and easements with Map, Legal description and monuments with the County of Onondaga, State of New York, subject to approval by the City Engineer and the Commissioner of Public Works.
20. National Grid, its successors and/or assigns will not erect any structure on, or modify the landscape of, the proposed utility easements and shall not do any act which would interfere with or hinder

the City's use of the easements for the construction, reconstruction or maintenance of the improvements. Future restoration of surfaces disturbed by the City for the purposes of conducting its lawfully authorized activity within the easements shall be to minimal, temporary standards normally adhered to in other City rights of way and shall not include the restoration of any bushes, trees, shrubbery, pavements or extraordinary landscape improvements. The normal maintenance and upkeep of the easements, including the cutting of lawns, removal of silt and debris, maintaining the pavement etc., shall forever rest with the National Grid, its successors and/or assigns. Surface restoration of paved areas, necessitated by work in the easement by the City, will only be to temporary standards and it shall be the responsibility of National Grid to maintain the surface and make the permanent surface repair sufficient for the National Grid intended use of the area.

21. National Grid shall obtain and transfer the required additional easement area which is currently owned by OCIDA to the City in order to establish a 20 foot wide easement centered on the combined sewer for the City to operate, maintain and repair the combined sewer in the future. The additional easement for the remaining easement area needed which is currently owned by OCIDA shall be granted to the City within 2 years of the date of the approved ordinance.
22. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer, and National Grid.

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

Sincerely,

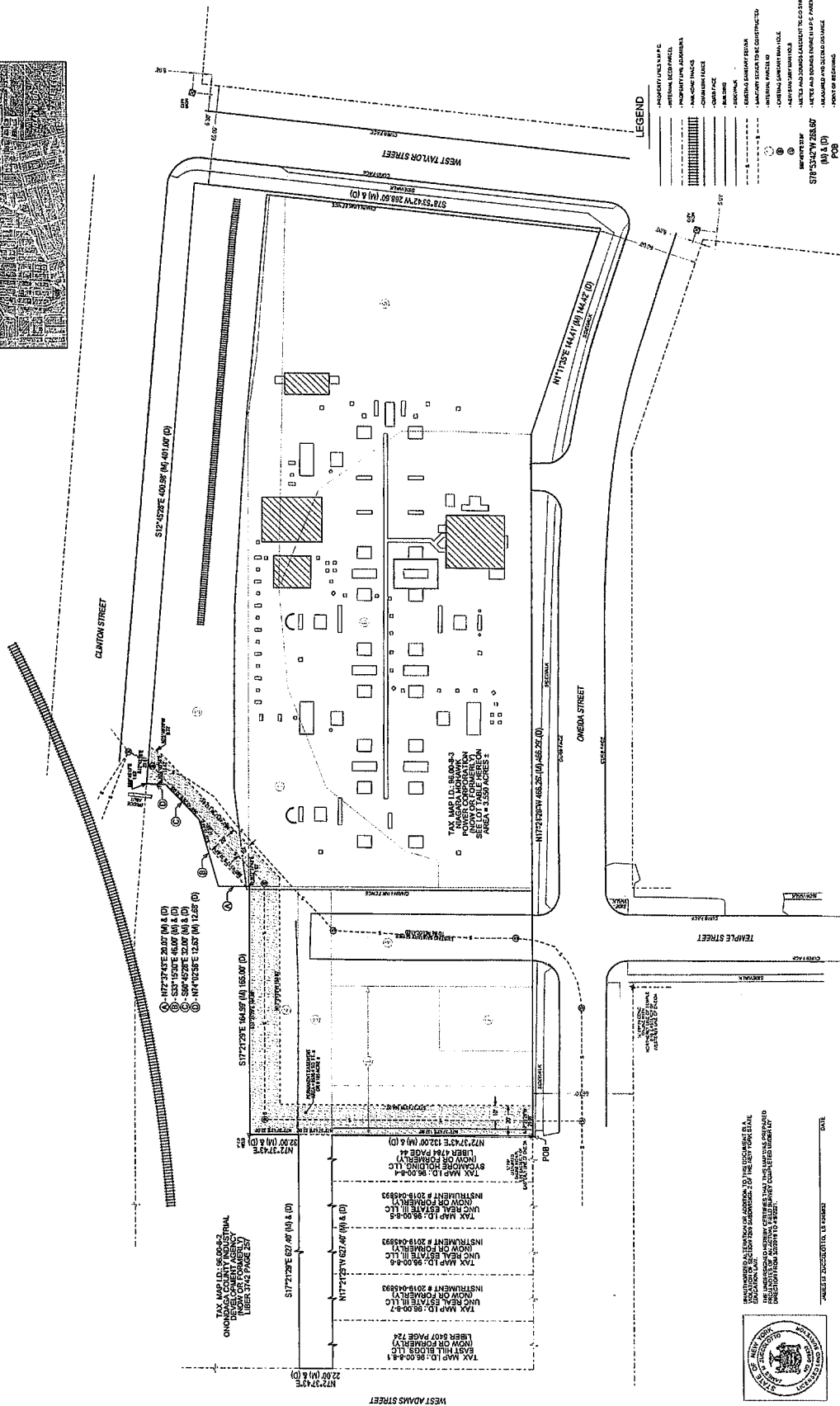


Mary E. Robison, P.E.
City Engineer

[illegible]

PROJECT ID	LINE ITEM	GRANTOR	DATE RECEIVED	AMOUNT RECEIVED
1	1470064	ERIE-LACAWANNA RAILROAD COMPANY	2/15/2065	241
2	1470064	ERIE-LACAWANNA RAILROAD COMPANY	3/15/1965	259
3	1470066	ERIE-LACAWANNA RAILROAD COMPANY	3/15/1965	251
4	1470066	ERIE-LACAWANNA RAILROAD COMPANY	3/15/1966	251
5	1470065	ERIE-LACAWANNA RAILROAD COMPANY	3/15/1966	296
6	1470065	LAMINGTON COMPANY	4/1/1965	241
7	1470065	COIN SERVICE INC. INC.	5/23/1965	553
8	1470065	CITY OF BRIDGEVIEW	1/24/1965	553
9	1470065	CITY OF BRIDGEVIEW	1/24/1965	1121

NOTES



Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
SUNY UPSTATE MEDICAL UNIVERSITY
("SUNY UPSTATE") RELATING TO PROVISION
OF WHITE ROAD SALT FROM THE CITY
FACILITY AT THE DEPARTMENT OF PUBLIC
WORKS**

WHEREAS, SUNY Upstate Medical University ("SUNY Upstate") has requested that the City provide SUNY Upstate with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one-year term commencing with the 2021/2022 winter season with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council;
NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with SUNY Upstate in relation to the provision of white road salt for use by SUNY Upstate from the City's Department of Public Works facility at the City's actual cost per ton, the 2021/2022 rate per ton is \$39.57, plus a \$5.00 per ton administrative fee, for a total cost of \$44.57 per ton;

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and SUNY Upstate; and

BE IT FURTHER ORDAINED, that SUNY Upstate shall at all times provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one (1) year commencing on or about November 1, 2021 through April 30, 2022, with the option of four (4) additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or SUNY Upstate may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; and

BE IT FURTHER ORDAINED, that this agreement shall be subject to the necessary approvals of SUNY Upstate and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.



21

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 8, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. John Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

Re: Request to enter into an agreement with SUNY Upstate Medical University for the sale of Road Salt

Dear Mr. Copanas:

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

- Ordinance authorizing the City to enter into agreement with SUNY Upstate Medical University for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to SUNY Upstate Medical University for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

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

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: October 12, 2021
SUBJECT: Agreement with SUNY Upstate Medical University

Julie Castellitto
Assistant Director

The Department of Public Works is requesting an agreement with SUNY Upstate Medical University for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to SUNY Upstate Medical University for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120.01.

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

OCT 13 2021

Date

cc: File

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 8, 2021

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, NY 13203

Re: Mayoral Approval for an Agreement between SUNY Upstate Medical University and the City of Syracuse for the sale of Road Salt

Dear Mr. Rudd,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with SUNY Upstate Medical University for the sale of road salt.

- The term of this agreement shall be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions.
- The rate charged to SUNY Upstate Medical University for 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton. Revenue will be deposited into Revenue account # 417120 01.

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

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

Approved: _____

Denied: _____

Date: 10-12-21

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
CENTRO RELATING TO PROVISION OF
WHITE ROAD SALT FROM THE CITY
FACILITY AT THE DEPARTMENT OF PUBLIC
WORKS**

WHEREAS, CENTRO has requested that the City provide CENTRO with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one-year term commencing with the 2021/2022 winter season with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council;
NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with CENTRO in relation to the provision of white road salt for use by CENTRO from the City's Department of Public Works facility at the City's actual cost per ton, the 2021/2022 rate per ton is \$39.57, plus a \$5.00 per ton administrative fee, for a total cost of \$44.57 per ton; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and CENTRO; and

BE IT FURTHER ORDAINED, that CENTRO shall at all times provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one year commencing on or about November 1, 2021 through April 30, 2022, with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or CENTRO may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; and

BE IT FURTHER ORDAINED, that this agreement shall be subject to the necessary approvals of CENTRO and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.



DEPARTMENT OF PUBLIC WORKS
CITY OF SYRACUSE, MAYOR BEN WALSH

23

October 8, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. John Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

Re: Request to enter into an agreement with CNY Centro for the sale of Road Salt

Dear Mr. Copanas:

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

- Ordinance authorizing the City to enter into agreement with CNY Centro for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to CNY Centro for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

24

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



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 *TR*
DATE: October 12, 2021
SUBJECT: Agreement with CNY Centro

Julie Castellitto
Assistant Director

The Department of Public Works is requesting an agreement with CNY Centro for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to CNY Centro for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120.01.

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.

TR Walsh

Mayor Ben Walsh
City of Syracuse, New York

OCT 13 2021
Date

cc: File

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 8, 2021

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, NY 13203

Re: Mayoral Approval for an Agreement between CNY Centro and the City of Syracuse for the sale of Road Salt

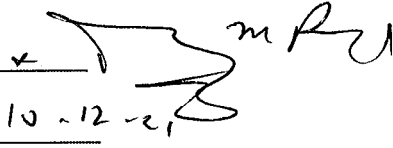
Dear Mr. Rudd,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with CNY Centro for the sale of road salt.

- The term of this agreement shall be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions.
- The rate charged to CNY Centro for 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton. Revenue will be deposited into Revenue account # 417120 01.

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

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

Approved: 

Denied: _____

Date: 10-12-21

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

Very truly yours,

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Jeremy Robinson
Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
SYRACUSE HOUSING AUTHORITY RELATING
TO PROVISION OF WHITE ROAD SALT FROM
THE CITY FACILITY AT THE DEPARTMENT
OF PUBLIC WORKS**

WHEREAS, the Syracuse Housing Authority has requested that the City provide the Syracuse Housing Authority with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one (1) year term commencing with the 2021/2022 winter season with the option of four (4) additional one-year renewal periods subject to the approval of the Mayor and the Common Council;
NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with the Syracuse Housing Authority in relation to the provision of white road salt for use by the Syracuse Housing Authority from the City's Department of Public Works facility at the City's actual cost per ton, the 2021/2022 rate per ton is \$39.57, plus a \$5.00 per ton administrative fee, for a total cost of \$44.57 per ton;; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and the Syracuse Housing Authority;
and

BE IT FURTHER ORDAINED, that the Syracuse Housing Authority shall at all times

provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one (1) year commencing on or about November 1, 2021 through April 30, 2022, with the option of four (4) additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or Syracuse Housing Authority may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; and

BE IT FURTHER ORDAINED, that this agreement shall be subject to the necessary approvals of the Syracuse Housing Authority and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.



23

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 8, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. John Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

Re: Request to enter into an agreement with Syracuse Housing Authority for the sale of Road Salt

Dear Mr. Copanas:

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

- Ordinance authorizing the City to enter into agreement with Syracuse Housing Authority for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to Syracuse Housing Authority for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

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

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: October 12, 2021
SUBJECT: Agreement with Syracuse Housing Authority

Julie Castellitto
Assistant Director

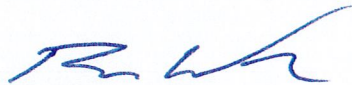
The Department of Public Works is requesting an agreement with Syracuse Housing Authority for the sale of road salt.

The term of this agreement will be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions. The rate charged to Syracuse Housing Authority for the 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton.

Revenue from the sale of road salt will be deposited into Revenue Account #417120.01.

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

OCT 13 2021

Date

cc: File

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

October 8, 2021

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, NY 13203

Re: Mayoral Approval for an Agreement between Syracuse Housing Authority and the City of Syracuse for the sale of Road Salt

Dear Mr. Rudd,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with Syracuse Housing Authority for the sale of road salt.

- The term of this agreement shall be for one (1) year, beginning with the 2021/2022 winter season, with four (4) one-year extensions.
- The rate charged to Syracuse Housing Authority for 2021/2022 season will include the cost to the City for purchasing road salt of \$39.57 per ton, plus a \$5.00 administrative fee per ton, for a total of \$44.57 per ton. Revenue will be deposited into Revenue account # 417120 01.

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

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

Approved:  Denied: _____

Date: 10-12-21

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE NEW YORK, SUSQUEHANNA AND
WESTERN RAILWAY, CORPORATION
(NYS&W RAILWAY) RELATIVE TO ENTRY
UPON LANDS OWNED BY THE NYS&W
RAILWAY AND FOR REIMBURSEMENT OF
COSTS ASSOCIATED WITH THE NYS&W
RAILWAY INSPECTION OF RAILROAD
PROPERTY DURING THE CONSTRUCTION OF
THE EAST BRIGHTON AVENUE BRIDGE OVER
THE NYS&W RAILWAY, PIN 3756.51**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with The New York, Susquehanna and Western Railway, Corporation (NYS&W Railway) for Entry upon Lands owned by NYS&W Railway and for the Reimbursement of Costs Associated with the NYS&W Railway Inspection of Railroad Property during the construction of the East Brighton Avenue Bridge over the NYS&W Railway, PIN 3756.51; and

BE IT FURTHER ORDAINED, that said agreement shall have a not to exceed cost of \$19,000.00; to be paid on a time and expense basis to the NYS&W Railway for costs associated with their inspection of NYS&W Railway property under East Brighton Avenue during reconstruction of the City owned bridge; and

BE IT FURTHER ORDAINED, 95% of the \$19,000.00 not to exceed cost for the agreement, will be reimbursed by federal funds through the Transportation Improvement Program (TIP), while 5% will be a local share cost; and

BE IT FURTHER ORDAINED, that all costs associated with the agreement shall be charged to Budget Account number 07.599807.701253000.80405 or another appropriate account as

designated by the Commissioner of Finance; and

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



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

8 October 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Mr. John Copanas
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: An Ordinance Authorizing the Mayor to enter into an Agreement with The New York, Susquehanna and Western Railway, Corporation (NYS&W Railway) for Entry upon Lands owned by NYS&W Railway and for the Reimbursement of Costs Associated with the NYS&W Railway Inspection of Railroad Property during the construction of the East Brighton Avenue Bridge over the NYS&W Railway, PIN 375651.

Dear Mr. Copanas:

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

An Ordinance Authorizing the Mayor to enter into an Agreement with The New York, Susquehanna and Western Railway, Corporation (NYS&W Railway) for Entry upon Lands owned by NYS&W Railway and for the Reimbursement of Costs Associated with the NYS&W Railway Inspection of Railroad Property during the construction of the East Brighton Avenue Bridge over the NYS&W Railroad, PIN 375651. The amount of the agreement is not to exceed \$19,000.00; to be paid on a time and expense basis to the NYS&W Railway for costs associated with their inspection of NYS&W Railway property under East Brighton Avenue during reconstruction of the City owned bridge.

Of the proposed agreement amount of \$19,000.00, 95% will be reimbursed by federal funds through the Transportation Improvement Program (TIP), while 5% will be a local share cost. Account number designated by the Commissioner of Finance is 07.599807.701253000.80405.

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

Sincerely,

Mary E. Robison, P.E.
City Engineer

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


www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: September 27, 2021
SUBJECT: Agreement with The New York, Susquehanna and Western Railway, Corporation
(NYS&W Railway)

Timothy M. Rudd
Director

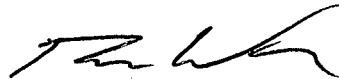
Julie Castellitto
Assistant Director

On behalf of the Department of Engineering, I am requesting that the City of Syracuse authorize permission to enter into an Agreement with **The New York, Susquehanna and Western Railway, Corporation (NYS&W Railway)** for entry upon lands owned by NYS&W Railway and for the reimbursement of costs associated with the NYS&W Railway Inspection of Railroad property during the construction of the East Brighton Avenue Bridge over the NYS&W Railroad, Pin 375651. The amount of the agreement is not to exceed \$19,000; to be paid on a time and expense basis to the NYS&W Railway for costs associated with their inspection of NYS&W Railway property under East Brighton Avenue during reconstruction of the City owned bridge.

Of the proposed agreement amount of \$19,000, 95% will be reimbursed by federal funds through the Transportation Improvement (TIP), while 5% will be a local share cost. Account number designated by the Commissioner of Finance is 07.599807.701253000.80405.

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

OCT 13 2021
Date

cc: File

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING ACCEPTANCE BY
THE CITY OF SYRACUSE OF A DONATION
FROM CAMP 415, OF A MEMORIAL, HAVING
AN ESTIMATED VALUE OF \$3,100.00, THAT IS
DEDICATED TO WILLIE B. GILBERT, THE
FIRST BLACK AMERICAN SWORN INTO DUTY
AS A POLICE OFFICER WITH THE SYRACUSE
POLICE DEPARTMENT**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance by the City of Syracuse of a donation from Camp 415 of a Memorial, having an estimated value of \$3,100.00, that is dedicated to Willie B. Gilbert, the first Black American sworn into duty as a police officer with the Syracuse Police Department on July 1, 1951; said memorial shall be installed by the City of Syracuse in Forman Park and shall be maintained by the City of Syracuse Department of Parks, Recreation and Youth Programs.



25

SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 12, 2021

Julie LaFave
Commissioner

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next Common Council Meeting to accept an in-kind donation from Camp 415 for a memorial to Willie B. Gilbert, to be placed in Forman Park.

The memorial for Willie B. Gilbert shall recognize him as being the first Black-American Police Officer sworn into duty at the Syracuse Police Department on July 1, 1951. Full details of the proposal can be seen on the following pages. The value of the memorial is \$3,100.

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

Sincerely,

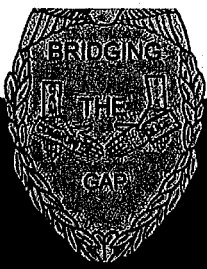
A handwritten signature in black ink, appearing to read "JLafave", written over a horizontal line.

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net



September 21, 2021

Ms. Julie Lafave

Syracuse Parks Commissioner

412 Spencer Street

Syracuse, NY 13204

Greetings Julie,

This correspondence is in response to our earlier conversation regarding donating a memorial monument in honor of the late Syracuse Police Officer Willie B. Gilbert in Forman Park.

Officer Gilbert was the first Black-American Police Officer sworn into duty at the Syracuse Police Department on July 1, 1951; He retired in 1987.

On behalf of our organization CAMP 415, we are proud to present this proposal to the Syracuse Parks Department, as well as to partner with you to make this auspicious endeavor happen.

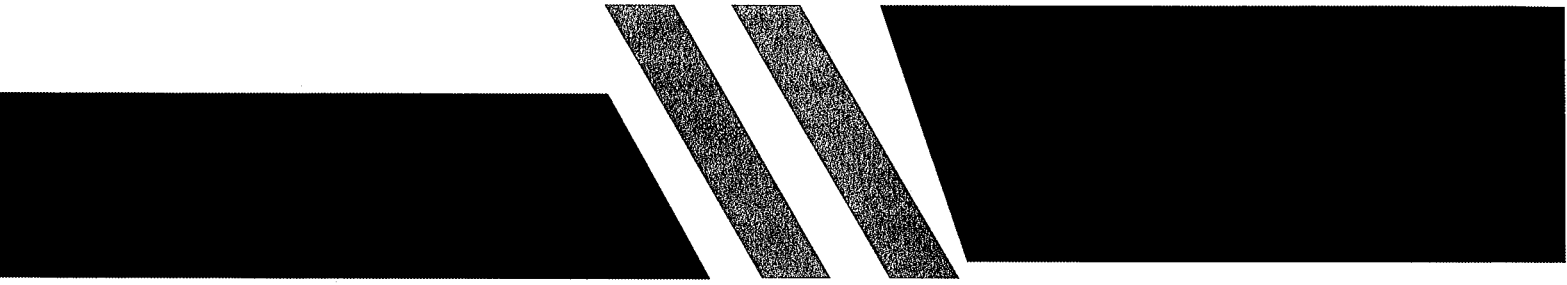
The following details pertaining to the monument are as follows:

The value of the monument will be approx. \$3,100.00.

The sizing is estimated to be approx. 3'x3'x8"

The inscription on the monument shall read as follows:

"In honor of Detective Willie B. Gilbert, Syracuse Police Department first Black-American Police Officer. July 1, 1951 -1987. We, CAMP 415, salute you for your bravery, professionalism, sacrifice, and courage in paving the way for future Black officers to achieve a career in law enforcement. We all stand on your shoulders."



We are requesting that representatives from our organization meet with members of the Parks planning team to walk through Forman Park and identify the best location for the monument; as well as discuss any alternate location if the ideal location cannot be found in Forman Park.

We are requesting that the city of Syracuse handle the installation of the monument.

We are also requesting that you, as the Parks Commissioner, present this proposal to the Syracuse Common Council on our behalf. Representatives from our organization can be present if necessary.

Again, it is a great honor & privilege to present this proposal to you on behalf of the late Willie B. Gilbert, his family, and CAMP 415.

We look forward to a great working relationship with you and the Parks Department to make this happen.

Esteban Trotman-President-CAMP 415

Sgt. Carlos Romain-Chaplain-CAMP 415

Rev. Grace Kelley-Neal-Liaison-CAMP 415

Ordinance No.

2021

**ORDINANCE AUTHORIZING CONTRACT
WITH GALAXY COMMUNICATIONS
RELATIVE TO PROVIDING PROMOTIONAL
SERVICES RELATED TO THE CLINTON
SQUARE ICE RINK AND THE SUNNYCREST
ICE RINK**

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

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

(1) Galaxy Communications ("Galaxy") shall provide promotional services for the Department of Parks, Recreation and Youth Programs relative to the public's use of the Clinton Square Ice Rink and the Sunnycrest Ice Rink during the 2021/2022 Winter Season. Galaxy will heavily promote the Clinton Square and Sunnycrest Ice Rink particularly during the times when attendance is typically low. Galaxy shall create a Social Media Campaign and businesses will be brought to support the air times;

(2) The contract term shall be from November 1, 2021 through April 30, 2022; and

(3) The City shall owe no portion of admission and/or skating fees to Galaxy and Galaxy shall owe no sponsorship dollars to the City;

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 revenues associated with this agreement shall be deposited in Parks Department Revenue Account #417120.01 or to another appropriate account as designated by the Commissioner of Finance.



26

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

October 5, 2021

Mr. John Copanas
City Clerk
233 E Washington St
Syracuse, NY 13202

RE: Request for Legislation to Enter into Agreement

Dear Mr. Copanas:

Please prepare legislation for the next regularly scheduled Common Council meeting to enter into agreement with Galaxy Communications for promotion of the Clinton Square Ice Rink and Sunnycrest during the 2021/22 winter ice skating season.

Galaxy will heavily promote skating at Clinton Square and Sunnycrest, especially during the times when attendance is typically low. A social media campaign will be created and businesses will be brought on board to support the air time.

Under the terms of this agreement, the City shall owe no portion of admission and/or skating fees to Galaxy, and Galaxy shall owe no sponsorship dollars to the City. The terms of the agreement shall be from November 1, 2021 to April 30, 2022.

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: October 12, 2021
SUBJECT: Agreement with Galaxy Communications

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

The Department of Parks, Recreation and Youth Programs, is requesting to enter into an agreement with Galaxy Communications for promotion of the Clinton Square Ice Rink and Sunnycrest during the 2021/22 winter ice skating season.

Galaxy will heavily promote skating at Clinton Square and Sunnycrest, especially during the times when attendance is typically low. A social media campaign will be created and businesses will be brought on board to support the air time.

Under the terms of this agreement, the city shall owe no portion of admission and/or skating fees to Galaxy, and Galaxy shall owe no sponsorship dollars to the City. The terms of this agreement shall be from November 1, 2021 to April 30, 2022.

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

OCT 13 2021

Date

/tm

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$300,000 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO BE USED BY THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS FOR REPAIRS AND
IMPROVEMENTS TO THE GREENHOUSE
LOCATED IN LOWER ONONDAGA PARK**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$300,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Parks, Recreation and Youth Programs; said funds are to be utilized for repairs and improvements to the Greenhouse, located in Lower Onondaga Park including but not limited to, replacement of the roof, repair of rotting wood support structures, mechanical upgrades, installation of irrigation system, ventilation upgrades, purchase of additional planting areas, seating, lighting, and masonry repairs, in the manner provided by law.



27

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

October 8, 2021

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

Dear Mr. Copanas:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate funds to the Parks, Recreation and Youth Programs Dept in an amount not to exceed \$300,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to repair and improve the Greenhouse, located in Lower Onondaga Park. Improvements shall include, but not be limited to, replacement of the roof, repair of rotting wood support structures, mechanical upgrades, installation of irrigation system, ventilation upgrades, purchase of additional planting areas, seating, lighting, masonry repairs and more.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Julie LaFave".

Julie LaFave, Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net



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: October 12, 2021
SUBJECT: Appropriation of Funds – Repair and Improve Greenhouse in Lower Onondaga Park

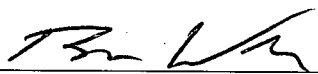
Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting to appropriate funds in an amount not to exceed \$300,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to repair and improve the Greenhouse, located in Lower Onondaga Park. Improvements shall include, but not be limited to, replacement of the roof, repair of rotting wood support structures, mechanical upgrades, installation of irrigation system, ventilation upgrades, purchase of additional planting areas, seating, lighting, masonry repairs and more.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

Date OCT 13 2021

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.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$300,000 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO BE USED BY THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS FOR IMPROVEMENTS TO
VARIOUS NORTHSIDE PARKS**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$300,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Parks, Recreation and Youth Programs; said funds are to be utilized to improve parks in the Northside, which include Lincoln, Schiller, Highland, First Ward, Washington Square, Demong, Union, Grosso, Schosser, Ashland, Clinton Playlot, and Finnegan Park, in the manner provided by law. The specific projects will be decided after a period of community engagement to determine which improvements, renovations and construction projects are most desired.



28

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

October 8, 2021

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

Dear Mr. Copanas:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate funds to the Parks, Recreation and Youth Programs Dept in an amount not to exceed \$300,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to improve parks in the Northside. Extensive community engagement will be held to let the community assist in deciding the most desired improvements, renovations and construction within the following parks: Lincoln, Schiller, Highland, First Ward, Washington Square, Demong, Union, Grosso, Schlosser, Ashland, Clinton Playlot and Finnegan Park.

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

Sincerely,

A handwritten signature in black ink, appearing to read "JLafave", is written over the printed name.

Julie LaFave, Commissioner

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

Office 315 473 4330
Fax 315 428 8513

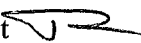
www.syr.gov.net



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: October 12, 2021
SUBJECT: Appropriation of Funds – Improve Parks in the Northside

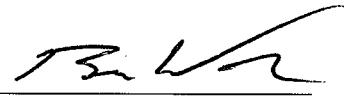
Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting to appropriate funds in an amount not to exceed \$300,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to improve parks in the Northside. Extensive community engagement will be held to let the community assist in deciding the most desired improvements, renovations and construction within the following parks: Lincoln, Schiller, Highland, First Ward, Washington Square, Demong, Union, Grosso, Schlosser, Ashland, Clinton Playlot and Finnegan Park.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

Date

OCT 13 2021

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.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$100,000 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO BE USED BY THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS TO INSTALL A NEW
PLAYGROUND AND/OR FITNESS PIECES
OUTSIDE THE CANNON STREET COMMUNITY
CENTER**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$100,000 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Parks, Recreation and Youth Programs; said funds are to be utilized to install a new playground and/or fitness pieces outside the Cannon Street Community Center, in the manner provided by law.



29

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

October 8, 2021

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

Dear Mr. Copanas:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate funds to the Parks, Recreation and Youth Programs Dept in an amount not to exceed \$100,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to install a new playground and/or fitness pieces outside the Cannon Street Community Center.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Julie LaFave".

Julie LaFave, Commissioner

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

Office 315 473 4330
Fax 315 428 8513

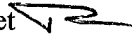
www.syr.gov.net



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: October 12, 2021
SUBJECT: Appropriation of Funds – Install New Playground and/or Fitness Pieces outside the Cannon Street Community Center

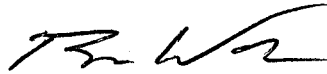
Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting to appropriate funds in an amount not to exceed \$100,000 from the American Rescue Plan Act (ARPA) of 2021 fund balance. The funds will be placed in an account to be designated by the Commissioner of Finance for the purposes specified below:

Funds will be used to install a new playground and/or fitness pieces outside the Canon Street Community Center.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

Date _____

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

Ordinance No.

2021

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE, ON BEHALF OF THE DEPARTMENT OF FIRE, TO ACCEPT REIMBURSEMENT FROM SYRACUSE UNIVERSITY IN AN AMOUNT NOT TO EXCEED \$7,000.00 TO COVER THE COST OF BACKFILL AND OVERTIME RELATED TO TRAINING PERFORMED BY THE SYRACUSE FIRE DEPARTMENT ON SYRACUSE UNIVERSITY PROPERTY IN PREPARATION FOR A POTENTIAL DEMAND FOR AN EMERGENCY RESPONSE

WHEREAS, Syracuse University has requested that the City of Syracuse have its Department of Fire perform training on Syracuse University property in preparation for a potential demand of an emergency response; and

WHEREAS, in consideration for the Syracuse Fire Department conducting the training, Syracuse University shall reimburse the City of Syracuse for the cost of backfill and overtime for the Syracuse Fire Department to complete the training; the cost shall not exceed \$7,000.00; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor be and he hereby is authorized to accept reimbursement from Syracuse University for the cost of backfill and overtime related to emergency response training conducted by the Syracuse Fire Department training; and

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized enter into an agreement with Syracuse University relative to the reimbursement as necessary and such agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content; and

BE IT FURTHER ORDAINED, that the reimbursement received shall not exceed

\$7,000.00 and shall be deposited into Fire Department revenue account 01.415380 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance shall establish an appropriate expense account for the Department of Fire relative to the Syracuse University training project.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

30

October 8, 2021

Michael J. Monds
Chief of Fire

Daniel P. Downes
First Deputy Chief

Deputy Chiefs

Elton Davis
Barry Lasky
John Kane
James Farewell
Zachary Smith

John P. Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize the Syracuse Fire Department to accept money from Syracuse University.

Syracuse University requested the Department of Fire perform training on their property in preparation for a potential demand of an emergency response. The University offered to reimburse the Department for the cost of backfill and overtime to complete the training at a cost not to exceed \$7,000.

Funds will be deposited into account 01.415380 or as determined by the Commissioner of Finance. The Department of Fire is also requesting a project be set up for reimbursed expenses in an account as determined by the Commissioner of Finance.

Thank you for your consideration.

Respectfully submitted,

Michael J. Monds

Michael J. Monds
Chief of Fire

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

Office 315 473 5525
Fax 315 422 7766

29

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE SYRACUSE
FIRE DEPARTMENT TO SUBMIT AN
APPLICATION FOR A GRANT OF
FIREFIGHTING AND EMERGENCY RESPONSE
EQUIPMENT HAVING AN ESTIMATED VALUE
NOT TO EXCEED \$20,000 FROM THE LEARY
FIREFIGHTERS FOUNDATION AND EXECUTE
AN AGREEMENT OR OTHER WRITTEN
INSTRUMENTS ASSOCIATED WITH THE
GRANT AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the Syracuse Fire Department, be and he hereby is authorized to submit an application to The Leary Firefighters Foundation for a grant for firefighting and emergency response equipment having an estimated value not to exceed \$20,000; if awarded the the equipment the Fire Department would accept would be air lift bags with an estimated value of \$20,000.00, which would allow the Fire Department to lift pieces of highway during the Interstate 81 Project in the event of a mishap; 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 associated with the grant as approved by the Corporation Counsel.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

31

Michael J. Monds
Chief of Fire

Daniel P. Downes
First Deputy Chief

Deputy Chiefs

Elton Davis
Barry Lasky
John Kane
James Farewell
Zachary Smith

October 6, 2021

John P. Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize the Syracuse Fire Department to apply for, and enter into an agreement with The Leary Firefighters Foundation to accept firefighting and emergency response equipment.

The equipment the Syracuse Fire Department will acquire through this grant are air lift bags which would allow the Department to lift pieces of highway during the Interstate 81 project in the event of a mishap. This equipment has an estimated value of \$20,000.

This grant is privately funded through The Leary Firefighters Foundation. There is no local match required with this grant if it is awarded.

The accounting for this grant will be determined by the Commissioner of Finance.

Thank you for your consideration.

Respectfully submitted,

Michael J. Monds

Michael J. Monds
Chief of Fire

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

Office 315 473 5525
Fax 315 422 7766

Ordinance No.

2021

**ORDINANCE AUTHORIZING A CONTRACT
WITH NORMAN J. LESSWING, PHD WITHOUT
ADVERTISING OR COMPETITIVE BIDDING,
TO PROVIDE PSYCHOLOGICAL TESTING
SERVICES FOR THE SYRACUSE POLICE
DEPARTMENT ON AN AS NEEDED BASIS TO
DETERMINE THE FIT FOR DUTY STATUS OF
MEMBERS OF THE SYRACUSE POLICE
DEPARTMENT**

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 Norman J. Lesswing, Ph.D., under the following terms:

- (1) Norman J. Lesswing, PhD shall provide psychological testing services for the Syracuse Police Department on an as needed basis to determine the fit for duty status of members of the Syracuse Police Department; and
- (2) The term of the agreement shall be effective as of July 1, 2021 through June 30, 2022; and
- (3) The City shall pay to Norman J. Lesswing, PhD an amount not to exceed \$5,000.00 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 Budget Account #541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

1st Deputy Chief
Joseph Cecile



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

32

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

September 30, 2021

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

RE: REQUESTING A WAIVER OF RFP – Norman J. Lesswing, Ph.D.

Dear Mr. Copanas,

Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Norman J. Lesswing, Ph.D. to provide psychological testing services to the Police Department for the purpose of evaluating members of the department on an as needed basis for "fit for duty" status. Cost for this service not to exceed \$5,000 per year for the period of July 1, 2021 - June 30, 2022.

Expenditures not to exceed \$5,000 will be charged to account # 541500.01.31230.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Joe Cecile", written over a horizontal line.

Joseph Cecile
1st Deputy Chief of Police

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

30




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

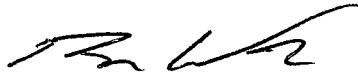
TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: October 12, 2021
SUBJECT: Waiver of RFP Process to Enter an Agreement with Norman J. Lesswing, Ph.D.

The Department of Police is requesting a waiver of RFP process for the Syracuse Police Department to enter into an agreement with **Norman J. Lesswing, Ph.D.** to provide psychological testing services to the Police Department for the purpose of evaluating members of the department on an as needed basis. Cost for this service not to exceed \$5,000 per year for the period of July 1, 2021 through June 30, 2022.

Expenditures not to exceed \$5,000 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 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

OCT 13 2021

Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

1st Deputy Chief
Joseph Cecile



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

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

September 30, 2021

Timothy Rudd
Director of Management & Budget
City Hall
Syracuse, New York 13202

RE: REQUESTING A WAIVER OF RFP –Norman J. Lesswing, Ph.D.

Dear Mr. Rudd,

Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Norman J. Lesswing, Ph.D. to provide psychological testing services to the Police Department for the purpose of evaluating members of the department on an as needed basis. Cost for this service not to exceed \$5,000 per year for the period of July 1, 2021 - June 30, 2022.

Expenditures not to exceed \$5,000 will be charged to account # 541500.01.31230.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Joe Cecile", written over the printed name and title.

Joseph Cecile
1st Deputy Chief of Police

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

Ordinance No.

2021

**ORDINANCE AUTHORIZING A CONTRACT
WITH LET'S BRAINSTORM, LLC, WITHOUT
ADVERTISING OR COMPETITIVE BIDDING,
TO PROVIDE TRAINING SERVICES RELATIVE
TO BOARD DEVELOPMENT FOR THE POLICE
ATHLETIC LEAGUE (PAL) OF THE SYRACUSE
POLICE DEPARTMENT**

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 Let's Brainstorm, LLC, under the following terms:

(1) Let's Brainstorm, LLC shall provide training services relative to board development for the Police Athletic League (PAL) of the Syracuse Police Department. The training services shall include but not be limited to reviewing board formation and organizational documents, executive coaching and strategy training, teambuilding, and problem solving instruction; and

(2) The term of the agreement shall be effective as of October 1, 2021 through June 30, 2022; and

(3) The City shall pay to Let's Brainstorm, LLC an amount not to exceed \$11,000.00 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 Budget Account #541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

1st Deputy Chief
Joseph Cecile



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

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

September 30, 2021

John Copanas
City Clerk
231 City Hall
Syracuse, New York 13202

Dear Mr. Copanas:

Please request Mayoral approval for a waiver of the RFP process to be introduced at the next scheduled Common Council meeting on behalf of the Department of Police to enter into an agreement with Let's Brainstorm, LLC to provide board development services for the Police Athletic League of Syracuse (PAL). The purpose of the agreement is to provide training services including but not limited to reviewing board formation and organizational documents, executive coaching and strategy training and teambuilding and problem-solving instruction.

Marcus Brooks, CEO of Let's Brainstorm, LLC, has over 20 years of experience as CEO and founder of the Company. The Company's goal is to bring high quality advisory and execution capabilities to clients who share a common interest in Emotional Intelligence (EQ), integrity and intestinal fortitude. Mr. Brooks is skilled at creating proprietary financial and operational models to analyze an organization's operational, financial, efficiency and profitability goals.

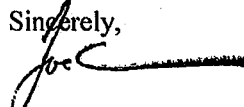
Mr. Brooks education includes a Masters of Business Administration from Columbia University and a Bachelor of Arts in Environmental Science & Pre-Med from Columbia University.

Mr. Brooks serves as Lead Facilitator of programs for the SC Johnson College of Business, Cornell's Law School, Masters in Public Health, Cornell Residential Life & Cornell Dining. In addition, he has worked with Cornell work/community groups and steering committees including: Coalition on Sexual Violence Prevention, Donlon Fellow, Men of Color Colleague Network Group (MoCCNG) executive body member, Mental Health Programmers as well as the Mental Health Review Committee (MHRC), Nature Rx, and the Student Leadership Educators Network (SLEN)

The agreement is requested for the period of October 1, 2021 through June 2022. Expenditures not to exceed \$11,000 will be taken from ARPA funds, account to be determined by Commissioner of Finance.

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

Sincerely,



Joseph L. Cecile
1st Deputy Chief

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



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: October 12, 2021
SUBJECT: Waiver of RFP Process to Enter an Agreement with Let's Brainstorm, LLC

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

The Department of Police is requesting a waiver of RFP process for the Syracuse Police Department to enter into an agreement with Let's Brainstorm, LLC to provide board development services for the Police Athletic League of Syracuse (PAL). The purpose of the agreement is to provide training services including but not limited to reviewing board formation and organizational documents, executive coaching and strategy training and teambuilding and problem-solving instruction.

Marcus Brooks, CEO of Let's Brainstorm, LLC, has over 20 years of experience as CEO and founder of the Company. The Company's goal is to bring high quality advisory and execution capabilities to clients who share a common interest in Emotional Intelligence (EQ), integrity and intestinal fortitude. Mr. Brooks is skilled at creating proprietary financial and operational models to analyze an organization's operational, financial, efficiency and profitability goals.

Mr. Brooks education includes a Masters of Business Administration from Columbia University and a Bachelor of Arts in Environmental Science & Pre-Med from Columbia University.

Mr. Brooks serves as Lead Facilitator of programs for the SC Johnson College of Business, Cornell's Law School, Masters in Public Health, Cornell Residential Life & Cornell Dining. In addition, he has worked with Cornell work/community groups and steering committees including: Coalition on Sexual Violence Prevention, Donlon Fellow, Men of Color Colleague Network Group (MoCCNG) executive body member, Mental Health Programmers as well as the Mental Health Review Committee (MHRC), Nature Rx, and the Student Leadership Educators Network (SLEN).

The agreement is requested for the period of October 1, 2021 through June 2022. Expenditures not to exceed \$11,000 will be charged to account #541500.01.31231.

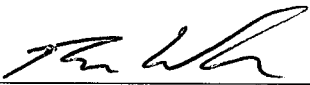
Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

OCT 13 2021

Date

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

1st Deputy Chief
Joseph Cecile



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

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

September 30, 2021

Mr. Tim Rudd
City Hall
Syracuse, New York 13202

Dear Mr. Rudd:

Please request Mayoral approval for a waiver of the RFP process to be introduced at the next scheduled Common Council meeting on behalf of the Department of Police to enter into an agreement with Let's Brainstorm, LLC to provide board development services for the Police Athletic League of Syracuse (PAL). The purpose of the agreement is to provide training services including but not limited to reviewing board formation and organizational documents, executive coaching and strategy training and teambuilding and problem-solving instruction.

Marcus Brooks, CEO of Let's Brainstorm, LLC, has over 20 years of experience as CEO and founder of the Company. The Company's goal is to bring high quality advisory and execution capabilities to clients who share a common interest in Emotional Intelligence (EQ), integrity and intestinal fortitude. Mr. Brooks is skilled at creating proprietary financial and operational models to analyze an organization's operational, financial, efficiency and profitability goals.


Mr. Brooks education includes a Masters of Business Administration from Columbia University and a Bachelor of Arts in Environmental Science & Pre-Med from Columbia University.

Mr. Brooks serves as Lead Facilitator of programs for the SC Johnson College of Business, Cornell's Law School, Masters in Public Health, Cornell Residential Life & Cornell Dining. In addition, he has worked with Cornell work/community groups and steering committees including: Coalition on Sexual Violence Prevention, Donlon Fellow, Men of Color Colleague Network Group (MoCCNG) executive body member, Mental Health Programmers as well as the Mental Health Review Committee (MHRC), Nature Rx, and the Student Leadership Educators Network (SLEN)

The agreement is requested for the period of October 1, 2021 through June 2022. Expenditures not to exceed \$11,000 will be taken from ARPA funds, account to be determined by Commissioner of Finance.

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

Sincerely,


Joseph L. Cecile
1st Deputy Chief

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

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF VETERINARY SERVICES AND
LODGING FOR ANIMALS THAT ARE VICTIMS
IN ANIMAL CRUELTY INVESTIGATIONS ON
BEHALF OF THE CITY OF SYRACUSE POLICE
DEPARTMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of animal cruelty services from Humane CNY for the City of Syracuse, on behalf of the Syracuse Police Department, on an as-needed basis for a term effective July 1, 2021 through June 30, 2022 at a cost not to exceed \$50,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the specialized nature of the services and that HumaneCNY is the only local provider willing and able to provide 24/7 emergency veterinary care and lodging for animals that are victims of animal cruelty investigations being conducted by the Syracuse Police Department; and

BE IT FURTHER ORDAINED, that Humane CNY shall provide shelter, investigations and other work related to suspected animal cruelty cases reported by the City of Syracuse Dog Control, the Syracuse Police Department and/or residences of the City of Syracuse; and

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized to execute said contract as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that this contract shall be overseen by the City of Syracuse Police Department and all costs associated with this agreement, which shall not exceed \$50,000.00, shall be charged to the Syracuse Police Department Budget Account #541500.01.31231 or another appropriate account as designated by the Commissioner of Finance.

1st Deputy Chief
Joseph Cecile



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

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

October 7, 2021

John Copanas
City Clerk
231 City Hall
Syracuse, New York 13202

RE: REQUESTING AUTHORIZATION TO ENTER INTO A CONTRACT – Humane CNY.

Dear Mr. Copanas,

On behalf of the Department of Police, please prepare legislation for the next regularly scheduled meeting of the Syracuse Common Council to enter into a contract with Humane CNY for veterinary services and lodging for animals that are victims in the Department's animal cruelty investigations.

This vendor is being requested because they are the only provider locally that is willing and able to provide 24/7 emergency veterinary care and lodging for the animals that are victims in cruelty investigations. This will be for the period of July 1, 2021 through June 30, 2022.

Expenditures not to exceed \$50,000 will be charged to account 541500.01.31231.

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

Sincerely,

A handwritten signature in black ink, appearing to be "Joe", with a long horizontal line extending to the right.

Joseph Cecile
1st Deputy Chief of Police

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

511 South State Street, Syracuse, NY 13202

315.442.5250


www.syracusepolice.org



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: October 12, 2021
SUBJECT: Agreement – Humane CNY

Julie Castellitto
Assistant Director


On behalf of the Department of Police, I am requesting the City of Syracuse enter an agreement with Humane CNY for veterinary services and lodging for animals that are victims in the Department's animal cruelty investigations.

This vendor is being requested because they are the only provider locally that is willing and able to provide 24-7 emergency veterinary care and lodging for the animals that are victims in cruelty investigations.

The term of this agreement will be from July 1, 2021 through June 30, 2022. Expenditures are not to exceed \$50,000 and will be charged to account #541500.01.31231

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

OCT 13 2021

Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING A CONTRACT
WITH DR. RONALD FISH, WITHOUT
ADVERTISING OR COMPETITIVE BIDDING,
TO PROVIDE INSTRUCTION, TRAINING AND
CONSULTATION TO THE SYRACUSE POLICE
DEPARTMENT'S PEER SUPPORT TEAM AND
OFFICER WELLNESS PROGRAM**

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 Dr. Ronald Fish, under the following terms:

- (1) Dr. Ronald Fish shall provide instruction, training, and consultation to the Syracuse Police Department's Peer Support Team and Officer Wellness Program; and
- (2) The term of the agreement shall be effective as of July 1, 2021 through June 30, 2022; and
- (3) The City shall pay to Dr. Ronald Fish an amount not to exceed \$2,500.00 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 Budget Account #541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

1st Deputy Chief
Joseph Cecile



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

35

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

October 5, 2021

Mr. John Copanas
City Clerk
City Hall
Syracuse, NY 13202

RE: REQUESTING A WAIVER OF RFP – Dr. Ronald Fish

Dear Mr. Copanas

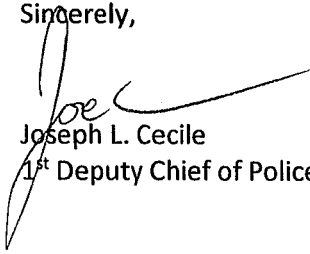
Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Dr. Ronald Fish, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2021-2022 fiscal year.

Dr. Ronald Fish is a NYS – licensed psychologist with 38 years of diverse experience in Clinical Psychology. He currently is the Clinical Director at Psychological HealthCare, P.L.L.C. Dr. Fish has spent a large part of his career working with first responders and has been working closely with the Syracuse Police Departments Wellness Officer as well as the Syracuse Police Department's Peer Support Team. He has been an invaluable resource for the Syracuse Police Departments Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$ 2,500.00 will be charged to account # 541500.01.31230.

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

Sincerely,


Joseph L. Cecile
1st Deputy Chief of Police

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

3A




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: October 12, 2021
SUBJECT: Waiver of RFP – Dr. Ronald Fish


On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with **Dr. Ronald Fish**, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2021-2022 fiscal year.

Dr. Ronald Fish is a NYS-licensed psychologist with 38 years of diverse experience in Clinical Psychology. He currently is the Clinical Director of Psychological HealthCare, P.L.L.C. Dr. Fish has spent a large part of his career working with first responders and has been working closely with the Syracuse Police Departments Wellness Officer as well as the Syracuse Police Department's Peer Support team. He has been an invaluable resource for the Syracuse Police Departments Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$2,500.00 will be charged to account #541500.01.31230.

If you agree to waive the RFP process and enter into an agreement, please sign below and 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

OCT 15 2021
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

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Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE NO.
219-2019 AS PREVIOUSLY AMENDED BY
ORDINANCE NO. 399-2019 AND ORDINANCE
NO. 349-2020 AND AS LAST AMENDED BY
ORDINANCE NO. 74-2021 AUTHORIZING AN
AGREEMENT WITH AXON CORPORATION
FOR THE PURCHASE OF BODY WORN
CAMERAS ON BEHALF OF THE DEPARTMENT
OF POLICE WITHOUT FORMAL ADVERTISING
OR COMPETITIVE BIDDING**

BE IT ORDAINED, that Ordinance No. 219-2019 as last amended by Ordinance No. 74-
2021 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 an agreement with AXON Corporation for the purchase of a total of two hundred twenty (220) cameras, fifty-seven (57) cameras previously authorized by Ordinance , and fifty (50) No. 219-2019, the one hundred thirteen (113) authorized by Ordinance No. 349-2020 cameras authorized by this Ordinance, all of which shall be the Axon Body 2 or 3 cameras or subsequent new generation models along with docking stations and electronic storage of video footage, without formal advertising or competitive bidding which is deemed impracticable as this system has been tested and deemed to fully meet the needs of the Department; and

BE IT FURTHER ORDAINED, that this Agreement shall also include the costs of the required licensing and related services necessary to maintain the body worn camera program; and

BE IT FURTHER ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an amendment to the agreement with AXON Corporation for the purchase of sixty (60) additional body worn cameras, all of which shall be the Axon Body 3 camera or subsequent new generation models along with docking stations and electronic storage of

video footage, without formal advertising or competitive bidding which is deemed impracticable as this system has been tested and deemed to fully meets the needs of the Department; this amended agreement shall also include the costs of the required licensing and related services necessary to maintain the body worn camera program;

BE IT FURTHER ORDAINED, that Agreement shall have a term of five (5) years effective as of July 1, 2019 through June 30, 2024; the amended agreement for the additional sixty (60) body worn camera systems to be funded with American Rescue Plan Act funds shall have an effective date of December 1, 2021 and the total cost shall not exceed \$343,260.00; and

BE IT FURTHER ORDAINED, that said agreement shall have a total cost not to exceed \$1,666,394.00 for all equipment and services to be provided under this agreement; 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; and

BE IT FURTHER ORDAINED, that the initial cost of purchasing fifty-seven (57) cameras (\$148,603.00) associated with this agreement shall be charged against funding that was received from the New York State Attorney General's Office – A/C #599802.02.31225 Project #212830119; and

BE IT FURTHER ORDAINED, that the cost of purchasing an additional one hundred thirteen (113) cameras (\$303,951.00) shall be charged against Grant funding that was received from the United States Department of Justice A/C #599802.02.31225 Project #222160318; and

BE IT FURTHER ORDAINED, that the cost of purchasing an additional fifty (50) cameras (\$121,572.00) shall be charged against the \$100,000 in Grant funding that was received from the United States Department of Justice A/C #599802.02.31225 Project #222160319, with the remaining \$21, 572.00 to be charged against a Syracuse Police Department Operating Account as

designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the requirements of a local match for the USDOJ Grant of \$299,597.00 shall be provided by personnel costs (to include salaries and fringe benefits) in the amount of \$251,255.00 from Account # 510100.01.31230 and by supplies and equipment cost in the amount of \$48,342.00 from Account # 540541.01.31230; and

BE IT FURTHER ORDAINED, that annual maintenance costs for this camera project will be charged to Account #540542.01.31220; and

BE IT FURTHER ORDAINED, that all costs associated with the amended agreement authorized herein shall be charged to the appropriate account designated by the Commissioner of Finance for the \$343,260.00 of ARPA funds appropriated for the body worn camera systems authorized contemporaneously with this ordinance.

* _____ = new material

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF AN AMOUNT NOT TO
EXCEED \$343,260 OF THE AMERICAN RESCUE
PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED
BY THE CITY OF SYRACUSE TO BE USED BY
THE SYRACUSE POLICE DEPARTMENT FOR
THE PURCHASE AND MAINTENANCE OF
BODY WORN CAMERAS FROM AXON, INC.**

BE IT ORDAINED, that this Common Council hereby appropriates a sum not to exceed \$343,260 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Syracuse Police Department; said funds are to be used by the Syracuse Police Department for the purchase and maintenance of sixty (60) additional body worn cameras from Axon, Inc., all of which shall be the Axon Body 3 camera or subsequent new generation models along with docking stations and electronic storage of video footage along with the costs of the required licensing and related services necessary to maintain the body worn cameras, in the manner provided by law.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

October 12, 2021

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

RE: WAIVER OF COMPETITIVE BID REQUEST- AXON, INC.

Dear Mr. Copanas:

On behalf of the Department of Police, please prepare legislation to be introduced at the next Common Council meeting requesting to appropriate funds from the American Rescue Plan Act (ARPA) of 2021 fund balance in an amount not to exceed \$343,260 and a waiver of the competitive bid process to enter into a five-year agreement for the purchase and maintenance of body worn cameras for the Syracuse Police Department. SPD is requesting that **Axon, Inc.** supply the Axon Body 3 camera (or subsequent new generation model), docking station and electronic storage of video footage.

The Department has researched, tested and evaluated body-worn cameras from several different manufacturers, both on and off state contract, and found that the Axon, Inc. products are superior to the other available options. Axon, Inc. holds several patents for body worn cameras and the technology used to integrate those cameras with the CAD system utilized by 911 and other necessary software. These features make their product safer, more functional for the user, and durable under the heavy demands that are placed on it. The Police Department will be purchasing sixty (60) of the Axon, Inc. body worn camera systems. The Department has already begun implementation of these products as part of its body-worn camera program. The cameras as well as the CAD integration process have been tested and fully meet the needs of the Department. To utilize another vendor at this time would result in significant costs and time delays toward the full implementation of a body-worn camera program at SPD.

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

We anticipate that the ongoing cost for the Department to continue utilizing the total of 280 cameras (57 previously authorized by Ordinance 219-2019, 113 authorized by 349-2020, 50 authorized by Ordinance 74-2021 plus 60 to be authorized by this Ordinance) for years 2-5 of the program will total \$1,972,560. The term of the agreement will be from December 1, 2021 to December 1, 2025. These funds are to cover the cost of the required licensing and related services necessary to maintain the body worn camera program. The ongoing expense amounts will be requested in the Department's operating budget beginning in FY 24/25.

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Camera purchases under this waiver will be charged against American Rescue Plan Act (ARPA) funding and will be placed in an account to be determined by the Commissioner of Finance. The total price of the 60 cameras is not to exceed \$572,100. Years 1-3 will be charged against ARPA funding in an amount not to exceed \$343,260. Year 4-5 of the contract will be charged to the Police Department Operating Budget in fiscal year 24/25 and 25/26 at an annual amount not to exceed \$114,420 per year. These operating budget costs will be charged to account #540530.01.31230 and the ARPA funds will be placed in an account to be designated by the Commissioner of Finance.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Tim M. Rudd", with a stylized flourish at the end.

10-13-21

Timothy M. Rudd
Director of Management & Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: October 12, 2021
SUBJECT: Agreement with Axon, Inc.

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Police, I am requesting the City to appropriate funds from the American Rescue Plan Act (ARPA) of 2021 fund balance in an amount not to exceed \$343,260 and to enter into an agreement with **Axon, Inc.** for the purchase and maintenance of body worn cameras for the Syracuse Police Department. SPD is requesting that Axon, Inc. supply the Axon Body 3 camera (or subsequent new generation model), docking station and electronic storage of video footage.

The Department has researched, tested and evaluated body-worn cameras from several different manufacturers, both on and off state contract, and found that the Axon, Inc. products are superior to the other available options. Axon, Inc. holds several patents for body worn cameras and the technology used to integrate those cameras with the CAD system utilized by 911 and other necessary software. These features make their product safer, more functional for the user, and durable under the heavy demands that are placed on it. The Police Department will be purchasing sixty (60) of the Axon, Inc. body worn camera systems. The Department has already begun implementation of these products as part of its body-worn camera program. The cameras as well as the CAD integration process have been tested and fully meet the needs of the Department. To utilize another vendor at this time would result in significant costs and time delays toward the full implementation of a body-worn camera program at SPD.

We anticipate that the ongoing cost for the Department to continue utilizing the total of 280 cameras (57 previously authorized by Ordinance 219-2019, 113 authorized by 349-2020, 50 authorized by Ordinance 74-2021 plus 60 to be authorized by this Ordinance) for years 2-5 of the program will total \$1,972,560. The term of the agreement will be from December 1, 2021 to December 1, 2025. These funds are to cover the cost of the required licensing and related services necessary to maintain the body worn camera program. The ongoing expense amounts will be requested in the Department's operating budget beginning in FY 24/25.

Camera purchases under this waiver will be charged against American Rescue Plan Act (ARPA) funding and will be placed in an account to be determined by the Commissioner of Finance. The total price of the 60 cameras is not to exceed \$572,100. Years 1-3 will be charged against ARPA funding in an amount not to exceed \$343,260. Year 4-5 of the contract will be charged to the Police Department Operating Budget in fiscal year 24/25 and 25/26 at an annual amount not to exceed \$114,420 per year. These operating budget costs will be charged to account #540530.01.31230 and the ARPA funds will be placed in an account to be designated by the Commissioner of Finance.

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

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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

OCT 13 2021

Date



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

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October 18, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Legislation Request – Permission for Encroachment (PC-0058-21)

Dear Mr. Copanas,

Enos Ely is requesting an Encroachment Waiver for a 4' high chain link fence. This feature will encroach 2'6" into the Right-of-Way on Fountain Street. The applicant's mailing address is as follows:

615 Hawley Ave
Syracuse, NY 13203

The proposed encroachment has been reviewed by various City departments and utility companies. Returned comments are enclosed. It appears that there is not major impediment to the request.

Please prepare legislation for consideration at the next meeting of the Common Council. Please let me know if you have any questions relative to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Fordock".

Ann Fordock
Deputy Commissioner, Department of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

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7

Department of Public Works

ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 121 FOUNTAIN ST. SYN. N.Y. APPLICATION DATE: 2-23-20
PROPERTY: 018.-04-48 PERMIT APPLICATION: PL-0058-21
OWNER: ENOS ELY MINOR OR MAJOR ENCROACHMENT
CONTRACTOR: PHONE: 315 476-8635
EMAIL: houseofprecision@yahoo.com
DESCRIPTION OF WORK: 4' HIGH CHAIN LINK FENCE ENCROACHMENT
2'6" INTO CITY'S ROW

TO:

ASSESSMENT	DPW	ENGINEERING	FIRE PREVENTION	LAW
NBD	PLANNING	POLICE	WATER	ZONING
DISTRICT COUNSILOR	CENTRO	NATIONAL GRID	VERIZON	

APPROVED/DENIED _____

REVIEWED BY _____ DATE _____

COMMENTS _____

This form is for the reviewing departments use only. Please do not return the Central Permit Office.

The applicant will receive the review comments that have been entered in IPS.

If you have any questions please call 315-448-47-15 or email centralpermitoffice@svrgov.net.

Thank you

Encroachment Permit Instructions and Application

Jeremy Robinson
Commissioner

Martin E. Davis, L.S.
Deputy Commissioner



Ann Fordock
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS

Ben Walsh, Mayor

Encroachment Application and documents must be submitted to:

Central Permit Office
201 East Washington Street, Room 101
Syracuse, New York 13202, Phone # 315-448-4715
CentralPermitOffice@svrgov.net

SUBMITTAL REQUIREMENTS

Only complete applications will be accepted for review:

- ☒ Pages 5 and 6 of the Encroachment Application completed in full and signed by the owner of the property adjacent to the right-of-way.
- ☐ A copy of the stamped survey map* (must be to scale, not reduced) for the private property abutting the street right-of-way in question.
- ☐ A stamped or signed site plan* (must be to scale, not reduced) showing specific location and distances from front of main building abutting right-of-way, front and side property lines, curbs, sidewalks, sidewalk widths, and driveways and improvement dimensions (lengths, widths, and heights) for all encroaching features. Also, for fencing, location of any gates and direction they will open. The proposal can be drawn (to scale) on a copy of the property survey, but applicant must initial all changes made to the stamped survey and cross out the surveyor's stamp.
- ☐ Elevation drawing* or manufacturer's catalogue cut of any features of the improvement.

**If you submit full size architectural drawings or survey maps, you must also submit one additional copy no larger than 11" x 17" or an electronic copy.*

PLEASE FILL IN COMPLETELY

Address of Proposed Encroachment:

121 FOUNTAIN ST

Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known)

Property Owner (print name):

ENDS ELY

Mailing Address (if different):

~~ENDS ELY~~ 615 HAWLEY AVE

Phone #(s):

315 476 8635

Email Address(es):

hous*ofprecision@yahoo.com

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

ENOS ELY

Mailing Address:

615 HAWLEY AVE

Phone #(s):

315 476 8635

Email Address:

houseofprecision@yahoo.com

Type of improvement requested:

FENCE

Describe the style &/or materials of the
improvement:

chain link

Ex: a picket fence; a masonry bench

List the dimensions of the improvement
in feet and inches:

Horizontal:

40'

Feet

Inches

Vertical:

4'

Feet

0'

Inches

What is the reason(s) for the
improvement?

SECURITY

Specify any hardship or special circumstances, or public benefit to be gained, if applicable. Attach documentation or a letter of explanation if necessary.

Is this improvement part of a larger
project?

Yes

☒ No

If yes, please identify the project and specify the additional city/county approvals being applied for

How far does the feature encroach into
the City's Right of Way?

2' 6"

SIGNATURE OF THE OWNER

I (we) certify that I (we) own the private property listed above (i.e., the property abutting the requested improvement).

Signature(s):

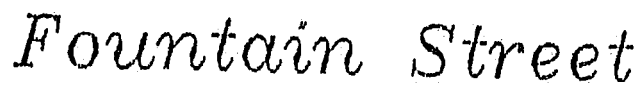
Enos Ely

2/5/21

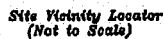
Date

Date

Walter Bailey



Scale: 1" = 30'



Notes/References

*Survey prepared without the benefit of an up-to-date plat of title
*All information obtained using
imagery is online
*Buildings/Structures Shown for
information Purposes Only
*Subject parcel(s) has access to public
utilities
*New Lot 36A Area = 8683 Sq.Ft.
*New Lot 36B Area = 18780 Sq.Ft.
*Parcel(s) Owner : Warren Bailey,
Greaser Syracuse Property Development
Corporation and Eric Ely.

Proposed Only

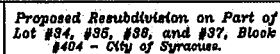
Abstract: Not Provided

Michael J. McCully
Land Surveying PLLC
5875 Fieldstone Drive
Cazenovia New York 12035
Phone : (315) 440-8098

I hereby certify that this map was made from an actual survey and same is correct.

M.J. McCaffly

NYSLS 60898



Known as #115 and #121 Fountain
Street, City of Syracuse, County of
Onondaga, State of New York.

Drawn by: AJH	Scale: 1" = 30'
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Date(s): 10/16/20

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7809, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies. Certifications shall run only to the person or entities for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2020, Michael J. McCully Land Surveying, all rights reserved.

Ordinance No.

2021

**ORDINANCE GRANTING PERMISSION TO
ENOS ELY, OWNER OF THE PROPERTY AT
121 FOUNTAIN STREET, SYRACUSE NEW
YORK TO ENCROACH UP TO 2'6" INTO THE
FOUNTAIN STREET RIGHT-OF-WAY WITH A
4' CHAIN LINK FENCE**

WHEREAS, Enos Ely, owner of the property situated at 121 Fountain Street, Syracuse, New York, has requested permission to encroach up to 2'6" into the Fountain Street Right-of-Way with a 4' chain link fence; and

WHEREAS, the report of the Commissioner of the Department of Public Works is on file in the office of the City Clerk; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to Enos Ely (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Owner shall defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses to person or property which may occur out of the usage of said street right-of-way heretofore described.
2. The Common Council may terminate this permission upon thirty (30) days notice to the Owner.
3. Said Owner, within thirty (30) days from the effective date of this ordinance, shall file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owner to do and conform to all conditions thereof.

4. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the 4' chain link fence.

5. Said Owner agrees and consents that the City will not be liable for any damage to the 4' chain link fence from any cause, including but not limited to snow removal, utility repair and replacement, and sidewalk repairs.

6. Said Owner agrees and consents to maintain compliance with the requirements of the various City Departments attached hereto as Appendix "A".



Department of Neighborhood & Business Development
Central Permit Office
 Ben Walsh, Mayor

Encroach (Minor) Plan Review Comments for Applicant
 (Revised 07/15)

Location of Proposed Work: 121 Fountain St

Permit #: PC-0058-21

Permit Type: Encroach (Minor)

Date: 10/7/2021

Contact: Enos Ely

Phone #:

The departments below have reviewed your application and provided the following comments.
Approval is subject to the conditions listed below.

Approval	Status Date	Status	Reviewer	Comments
DPW - Commissioner	04/22/2021	Approved	Martin Davis	Submit LEGAL Survey map April 21, 2021 - New Survey Map submitted Comply with all comments from other Departments / Bureau's All gates installed along proposed fence must swing inward toward house
DPW - Sanitation & Sewers	02/24/2021	Conditionally Approved	Vinny Esposito	Gates must be hung so that they can only swing onto property, and not into the sidewalk.
DPW - Sidewalk Inspector	03/15/2021	Conditionally Approved	Chris Ettinger	Fence should be set back one foot from sidewalk and gate should be removed.
DPW - Traffic Control	02/24/2021	Approved	Joe DiBello	
Engineering - Design & Construction	02/23/2021	Internal Review Complete	Mirza Malkoc	<ul style="list-style-type: none"> • As per City standards a fence shall be installed at a minimum 1 foot away from the sidewalk and the gates shall be opening towards the property to prevent blocking the pedestrian pathway. As per the applicant's request the proposed fence will be right up against the sidewalk and the gates will be opening towards the sidewalk which is not meeting City & ADA standards. Division of Design & Construction will defer the final decision to other City Departments. • The applicant shall indemnify the City & assume all liability for any damages or injuries caused to, from or as a result of this encroachment, its installation & maintenance. • Any sidewalk disturbed/damaged shall be replaced in full flags, all replacement sidewalks shall meet current ADA standards, and additional sidewalk may need to be removed to meet the standard. • All construction in the R.O.W. will require a permit, all construction in the R.O.W. to be per City standards and specifications. • Failure to adhere to City Standards & Permit requirements or ADA standards shall result in rejection & replacement of the work as ordered by the City Engineer, without question.
Engineering - Mapping	02/24/2021	Internal Review Complete	Ray Wills	<p>See Design and Constructions Comments regarding minimum distance setback from the sidewalk and fencing gates opening into the ROW blocking sidewalks and pedestrian traffic.</p> <p>Work shown should have no impact on Mapping Division assets.</p>
Engineering - Sewers	02/23/2021	Internal Review Complete	Mirza Malkoc	All existing utilities in the area shall be located and avoided.
Zoning Planner	10/06/2021	Internal Review Complete	Heather Lamendola	Is the existing 6 foot high chain link fence to be removed and revised to install a new 4 foot high chain link fence? 6 feet in height is not permitted. In addition, fence illustrated on attachment blocks an existing driveway, which based on the property survey is illegal. However attachment drawn by the Syracuse Landbank drawn 11/4/2020 may rectify the situation for

the illegal driveway if implemented.

UPDATE: 10/6/21: So long as the fence is no higher than four feet in height, and does not restrict access to the driveway.

Engineering - City Engineer	08/26/2021	Conditionally Approved	Mary Robison	<ul style="list-style-type: none">• As per City standards a fence shall be installed at a minimum 1 foot away from the sidewalk and the gates shall be opening towards the property to prevent blocking the pedestrian pathway. As per the applicant's request the proposed fence will be right up against the sidewalk and the gates will be swinging towards the sidewalk which is not meeting City & ADA standards.- Google Maps August 2019 shows fence in front of 117 & 121 Fountain Street to be right up to back edge of sidewalk and gates are swinging out and blocking the 5' public sidewalk which is not acceptable and is a danger for the pedestrians using the public sidewalk. At an absolute minimum, this encroachment should be approved contingent upon the requirement that the gates shall swing into the private property and not block the public sidewalk at any time.• The applicant shall indemnify the City & assume all liability for any damages or injuries caused to, from or as a result of this encroachment, its installation & maintenance.
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Ordinance No.

2021

**ORDINANCE GRANTING PERMISSION TO
WARREN BAILEY, OWNER OF THE
PROPERTY AT 115 FOUNTAIN STREET,
SYRACUSE NEW YORK TO ENCROACH UP TO
2'6" INTO THE FOUNTAIN STREET RIGHT-OF-
WAY WITH A 4' CHAIN LINK FENCE**

WHEREAS, Warren Bailey, owner of the property situated at 115 Fountain Street, Syracuse, New York, has requested permission to encroach up to 2'6" into the Fountain Street Right-of-Way with a 4' chain link fence; and

WHEREAS, the report of the Commissioner of the Department of Public Works is on file in the office of the City Clerk; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to Warren Bailey (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Owner shall defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses to person or property which may occur out of the usage of said street right-of-way heretofore described.

2. The Common Council may terminate this permission upon thirty (30) days notice to the Owner.

3. Said Owner, within thirty (30) days from the effective date of this ordinance, shall file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owner to do and conform to all conditions thereof.

4. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the 4' chain link fence.

5. Said Owner agrees and consents that the City will not be liable for any damage to the 4' chain link fence from any cause, including but not limited to snow removal, utility repair and replacement, and sidewalk repairs.

6. Said Owner agrees and consents to maintain compliance with the requirements of the various City Departments attached hereto as Appendix "A".



Department of Neighborhood & Business Development
Central Permit Office
 Ben Walsh, Mayor

Encroach (Minor) Plan Review Comments for Applicant
 (Revised 07/15)

Location of Proposed Work: 115 Fountain St

Permit #: PC-0057-21

Permit Type: Encroach (Minor)

Date: 10/7/2021

Contact: Warren Bailey

Phone #:

The departments below have reviewed your application and provided the following comments.
Approval is subject to the conditions listed below.

Approval	Status Date	Status	Reviewer	Comments
DPW - Commissioner	04/22/2021	Approved	Martin Davis	Submit LEGAL Survey map April 21, 2021 New Survey map submitted Comply with all comments from other Departments / Bureaus April 22, 2021 - Legal Survey map submitted. No problem with encroachment request. Any gates installed must swing inward toward house
DPW - Sanitation & Sewers	02/24/2021	Conditionally Approved	Vinny Esposito	Gates must be hung so that they can only swing onto property, and not into the sidewalk.
DPW - Sidewalk Inspector	03/15/2021	Conditionally Approved	Chris Ettinger	Fence should be set back one foot from sidewalk and gate should be removed.
DPW - Traffic Control	02/24/2021	Approved	Joe DiBello	
Engineering - Design & Construction	02/23/2021	Internal Review Complete	Mirza Malkoc	<ul style="list-style-type: none"> • As per City standards a fence shall be installed at a minimum 1 foot away from the sidewalk and the gates shall be opening towards the property to prevent blocking the pedestrian pathway. As per the applicant's request the proposed fence will be right up against the sidewalk and the gates will be swinging towards the sidewalk which is not meeting City & ADA standards. Division of Design & Construction will defer the final decision to other City Departments. • The applicant shall indemnify the City & assume all liability for any damages or injuries caused to, from or as a result of this encroachment, its installation & maintenance. • Any sidewalk disturbed/damaged shall be replaced in full flags, all replacement sidewalks shall meet current ADA standards, and additional sidewalk may need to be removed to meet the standard. • All construction in the R.O.W. will require a permit, all construction in the R.O.W. to be per City standards and specifications. • Failure to adhere to City Standards & Permit requirements or ADA standards shall result in rejection & replacement of the work as ordered by the City Engineer, without question.
Engineering - Mapping	02/24/2021	Internal Review Complete	Ray Wills	<p>See Design and Constructions Comments regarding minimum distance setback from the sidewalk and fencing gates opening into the ROW blocking sidewalks and pedestrian traffic.</p> <p>Work shown should have no impact on Mapping Division assets.</p>
Engineering - Sewers	02/23/2021	Internal Review Complete	Mirza Malkoc	All existing utilities in the area shall be located and avoided.
Zoning Planner	10/06/2021	Internal Review Complete	Heather Lamendola	<p>Is the existing 6 foot high fence to be removed and replaced with a 4 foot high chain link fence? 6 feet high is not permitted.</p> <p>UPDATE: 10/6/21: So long as the fence is chain link and no</p>

higher than four feet in height.

Engineering - City Engineer	08/26/2021	Conditionally Approved	Mary Robison	<ul style="list-style-type: none">• As per City standards a fence shall be installed at a minimum 1 foot away from the sidewalk and the gates shall be opening towards the property to prevent blocking the pedestrian pathway. As per the applicant's request the proposed fence will be right up against the sidewalk and the gates will be swinging towards the sidewalk which is not meeting City & ADA standards.- Google Maps August 2019 shows fence in front of 117 & 121 Fountain Street to be right up to back edge of sidewalk and gates are swinging out and blocking the 5' public sidewalk which is not acceptable and is a danger for the pedestrians using the public sidewalk. At an absolute minimum, this encroachment should be approved contingent upon the requirement that the gates shall swing into the private property and not block the public sidewalk at any time.• The applicant shall indemnify the City & assume all liability for any damages or injuries caused to, from or as a result of this encroachment, its installation & maintenance.
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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 18, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Legislation Request – Permission for Encroachment (PC-0057-21)

Dear Mr. Copanas,

Warren Bailey is requesting an Encroachment Waiver for a 4' high chain link fence. This feature will encroach 2'6" into the Right-of-Way on Fountain Street. The applicant's mailing address is as follows:

115 Fountain Street
Syracuse, NY 13203

The proposed encroachment has been reviewed by various City departments and utility companies. Returned comments are enclosed. It appears that there is not major impediment to the request.

Please prepare legislation for consideration at the next meeting of the Common Council. Please let me know if you have any questions relative to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Fordock".

Ann Fordock
Deputy Commissioner, Department of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Department of Public Works

ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 117 FOUNTAIN ST SYR-N.Y. APPLICATION DATE: 2.23.21

PROPERTY: 018,-04-49.0

PERMIT APPLICATION: PC-0057-21

OWNER: WARREN BAILEY

MINOR OR MAJOR ENCROACHMENT

CONTRACTOR:

PHONE: 315.278.0720

EMAIL: W18721@AOL.COM

DESCRIPTION OF WORK: CHAIN LINK FENCE ENCROACHING 2'6" INTO
CITY'S ROW

To:

ASSESSMENT

DPW

ENGINEERING

FIRE PREVENTION LAW

NBD

PLANNING

POLICE

WATER ZONING

DISTRICT COUNSILOR

CENTRO

NATIONAL GRID

VERIZON

APPROVED/DENIED _____

REVIEWED BY _____ DATE _____

COMMENTS _____

This form is for the reviewing departments use only. Please do not return the Central Permit Office.

The applicant will receive the review comments that have been entered in IPS.

If you have any questions please call 315-448-47-15 or email centralpermtooffice@syr.gov.

Thank you

Encroachment Permit Instructions and Application

Jeremy Robinson
Commissioner

Martha E. Davis, I.S.
Deputy Commissioner



Ana Pettoak
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS
Ben Walsh, Mayor

Encroachment Application and documents must be submitted to:
Central Permit Office

201 East Washington Street, Room 101
Syracuse, New York 13202. Phone # 315-448-4715
~~Central Permit Office~~

SUBMITTAL REQUIREMENTS

Only complete applications will be accepted for review:

- ☒ Pages 5 and 6 of the Encroachment Application completed in full and signed by the owner of the property adjacent to the right-of-way.
- ☐ A copy of the stamped survey map* (must be to scale, not reduced) for the private property abutting the street right-of-way in question.
- ☐ A stamped or signed site plan* (must be to scale, not reduced) showing specific location and distances from front of main building abutting right-of-way, front and side property lines, curbs, sidewalks, sidewalk widths, and driveways and improvement dimensions (lengths, widths, and heights) for all encroaching features. Also, for fencing, location of any gates and direction they will open. The property may be shown (to scale) on a copy of the property survey, but applicant must initial all changes made to the stamped survey and prove with the surveyor's stamp.
- ☐ Elevation drawings* or manufacturer's catalogue cut of any features of the improvement.

*If you submit full size architectural drawings or survey maps, you must also submit one additional copy no larger than 11" x 17" or an electronic copy.

PLEASE FILL IN COMPLETELY

Address of Proposed Encroachment:

187 Fountain St.

Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known):

Property Owner (print name):

Warren Bailey

Mailing Address (if different):

115 Fountain St.

Phone #(s):

315-278-0720

E-mail Address(es):

warrenbailey@aol.com

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

Warren Bailey

Mailing Address:

115 Fountain St. Sp. 219 13203

Phone #(s):

315-278-0720

Email Address:

WFB721@Hol. Com

Type of Improvement requested:

fence

Describe the style &/or materials of the
improvement:

Chain link

Ex: a picket fence; a masonry bench

List the dimensions of the improvement
in feet and inches:

Horizontal:

4' 0" 8
Feet Inches

Vertical:

4' 0" 0'
Feet Inches

What is the reason(s) for the
improvement?

SECURITY

Specify any hardship or special circumstances, or public benefit to be gained, if
applicable. Attach documentation or a letter of explanation if necessary.

Is this improvement part of a larger
project?

Yes

No

If yes, please identify the project and specify the additional city/county approvals
being applied for

How far does the feature encroach into
the City's Right of Way?

2' 6"

SIGNATURE OF THE OWNER

I (we) certify that I (we) own the private property listed above (i.e., the property abutting the requested improvement).

Signature(s):

Warren Bailey

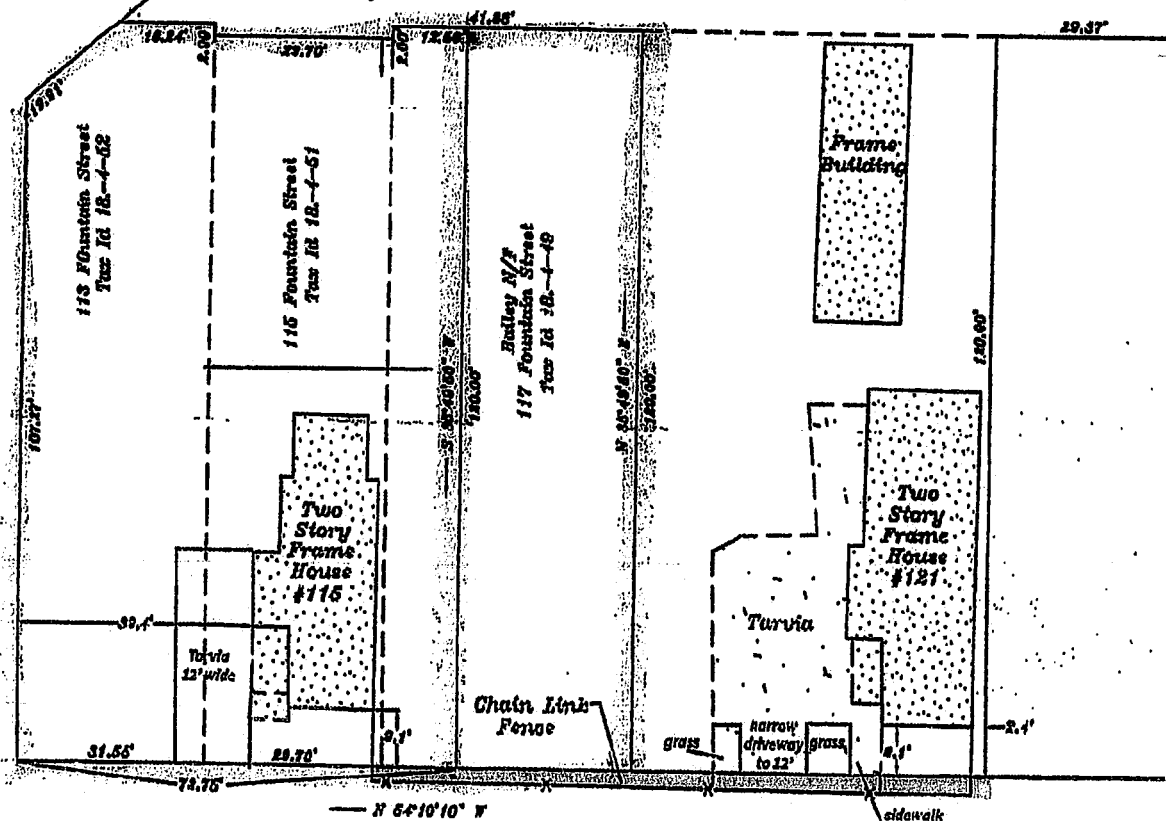
Date

2/5/21

Date

Warren Bailey

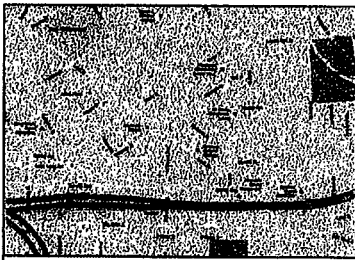
These Lots
will be created
& owned by Parkway



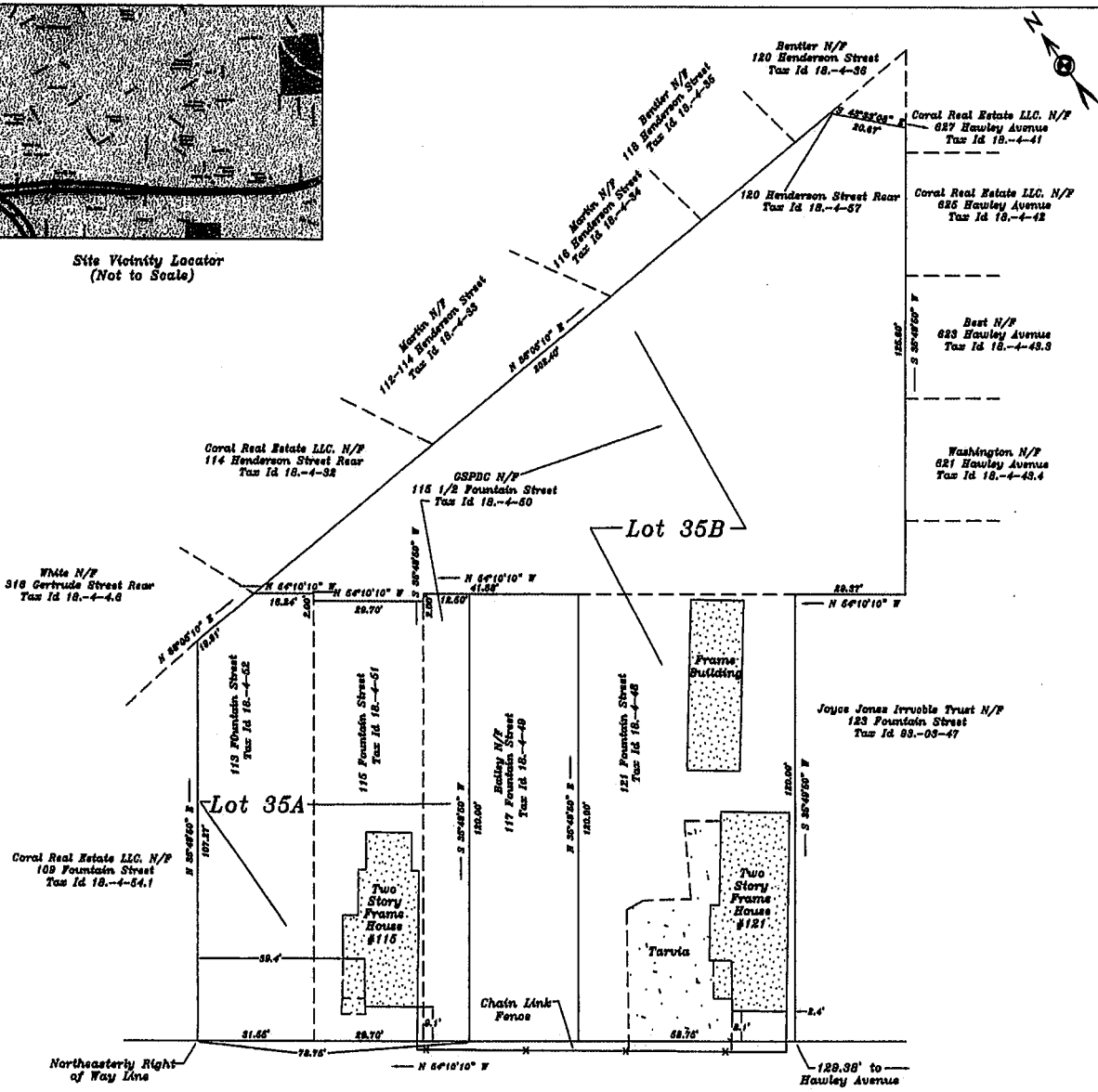
2.5 encroachment

Scale: 1" = 30'

Fountain Street



Site Vicinity Locator
(Not to Scale)



Fountain Street

(Open - 50' Wide)

Approvals

Notes/References:

*Survey prepared without the benefit of an up-to-date abstract of title.
 *Adjunct information obtained using Imaginate Online.
 *Buildings/Structures Shown for Information Purposes Only.
 *Subject parcel(s) has access to public utilities.
 *New Lot 35A Area = 8883 Sq.Ft.
 *New Lot 35B Area = 19769 Sq.Ft.
 *Parcel(s) Owner: Warren Bailey, Greater Syracuse Property Development Corporation and Enos Ely.

Proposed Only

Abstract Not Provided

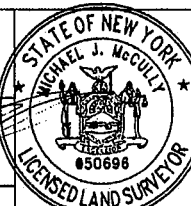
Michael J. McCully
Land Surveying PLLC

5875 Melstone Drive
Cazenovia, New York 13035
Phone: (315) 440-5088

I hereby certify that this map was made from an actual survey and not by a computer.

M.J. McCully

NYSLS 50698



Proposed Resubdivision on Part of Lot #34, #35, #36, and #37, Block #404 - City of Syracuse.

Known as #115 and #121 Fountain Street, City of Syracuse, County of Onondaga, State of New York.

Drawn by: AJH

Scale: 1" = 30'

Date(s): 10/16/20

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's printed seal or his embossed seal shall be considered to be valid true copies. Certifications shall run only to the person or entities for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2020, Michael J. McCully Land Surveying, all rights reserved.

ORDINANCE GRANTING PERMISSION TO RON SCHULTZ, OWNER OF THE PROPERTY AT 1401-1407 BURNET AVENUE, SYRACUSE NEW YORK TO ENCROACH UP TO 6'10" INTO THE BURNET AVENUE RIGHT-OF-WAY WITH A NEW RAISED PATIO THAT REPLACES AN EXISTING WOOD DECK

WHEREAS, Ron Schultz, owner of the property situated at 1401-1407 Burnet Avenue, Syracuse, New York, has requested permission to encroach up to 6'10" into the Burnet Street Right-of-Way with a new raised patio that replaces an existing wood deck; and

WHEREAS, the report of the Commissioner of the Department of Public Works is on file in the office of the City Clerk; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to Ron Schultz (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Owner shall defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses to person or property which may occur out of the usage of said street right-of-way heretofore described.
2. The Common Council may terminate this permission upon thirty (30) days notice to the Owner.
3. Said Owner, within thirty (30) days from the effective date of this ordinance, shall file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owner to do and conform to all conditions thereof.

4. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the new raised patio.

5. Said Owner agrees and consents that the City will not be liable for any damage to the new raised patio from any cause, including but not limited to snow removal, utility repair and replacement, and sidewalk repairs.

6. Said Owner agrees and consents to maintain compliance with the requirements of the various City Departments attached hereto as Appendix "A".



Department of Neighborhood & Business Development
Central Permit Office
 Ben Walsh, Mayor

Encroach (Major) Plan Review Comments for Applicant
 (Revised 07/15)

Location of Proposed Work: 1401-07 Burnet Ave & Greenway Ave

Permit #: PC-0395-21

Permit Type: Encroach (Major)

Date: 10/12/2021

Contact: Shifty's

Phone #: 315-663-6628

The departments below have reviewed your application and provided the following comments.
Approval is subject to the conditions listed below.

Approval	Status Date	Status	Reviewer	Comments
Assessment - Commissioner	09/02/2021	Approved	David Clifford	no objection
Corporation Counsel	09/28/2021	Conditionally Approved	John Black	pending compliance with conditions of all operating departments
DPW - Commissioner	09/01/2021	Approved	Martin Davis	COMPLY with all other comments in this review
DPW - Sanitation & Sewers	08/16/2021	Conditionally Approved	Vinny Esposito	If this permanent obstruction in the ROW is approved by all other departments the building sewer, water and gas services must be located and protected. Also any vents cleanouts or valves must be accessible from the surface.
DPW - Sidewalk Inspector	09/07/2021	Conditionally Approved	Chris Ettinger	Will need to update the sidewalk with one that is ADA compliant and a min five feet wide.
DPW - Traffic Control	08/17/2021	Conditionally Approved	Joe DiBello	no issue, condition is all approval with reviewers
DPW - Transportation Planner	09/20/2021	Conditionally Approved	Neil Milcarek-Burke	- Any deviation from the supplied plans will result in condemnation of work and waiver. - No vehicles, signs, objects, or other items are to make use of the sidewalk and/or snow storage area at anytime.
Engineering - City Engineer	10/07/2021	Conditionally Approved	Mary Robison	-Plans show a 5' wide public sidewalk is being maintained between the encroaching feature and the edge of pavement (also 4' snowshelf maintained). As part of the project, new 5' wide ADA compliant sidewalk & snowshelf construction along the length of the encroachment should be part of the planned construction. All construction shall be ADA compliant, permits required for all construction in the ROW. - City shall be fully indemnified for the construction, operation and maintenance of the proposed structure in the City ROW. - The existing ramp at the corner of Burnet Ave. and Greenway Ave. is directly adjacent to a City monument. This ramp is within the 5' minimum buffer required for monuments. This ramp shall not be disturbed without prior notification to the City Engineering Mapping Division. If our monument is destroyed, it shall be replaced by a NY licensed surveyor at no cost to the City.
Engineering - Design & Construction	08/23/2021	Internal Review Complete	John Kivlehan	Plans show a 5' wide public sidewalk is being maintained between the encroaching feature and the edge of pavement (also 4' snowshelf maintained). As part of the project new sidewalk & snowshelf construction along the length of the encroachment should be part of the planned construction. All construction shall be ADA compliant, permits required for all construction in the ROW
Engineering - Mapping	08/12/2021	Internal Review Complete	Ray Wills	There is a City ROW marker within 1' of the Concrete Ramp that encroaches into the ROW on the Western portion of the building on Street Line, had the ramp been reviewed for an encroachment it would have been denied as the location would encroach inside the mandatory buffer zone that surrounds all

City ROW markers, these markers are protected by law. While the extension of this encroachment down and into Burnet Ave, would have no impact on Mapping Division assets, any work on the stairs or ramp might.

See attachment image showing Monument relation to concrete ramp.

Any alterations, or the removal of this ramp will almost assuredly destroy the ROW marker.

Engineering - Sewers	08/23/2021	Internal Review Complete	John Kivlehan	See comments from DPW sewers, ensure vents & similar are accessible
Fire Prevention Bureau	09/07/2021	Conditionally Approved	Elton Davis	Construction, alteration, or demolition shall adhere to applicable sections of the 2020 FCNYS and the 2020 BCNYS.
City Planning - SOCPA	08/16/2021	Internal Review Complete	Owen Kerney	I support the proposal to (re)install new outdoor seating area in City ROW. Applicant must maintain clear sidewalk and snow storage area, and must confirm hours of operation for outdoor seating. Thank you, Owen Kerney
Police Department - Community Policing	09/29/2021	Approved	Richard Shoff	
Water Engineering	08/31/2021	Conditionally Approved	Kim Kelchner	08/31/2021 conditionally approved: Water service comes in from Burnet Avenue. Maintain a 3' Minimum separation from the water service and any footers, post. If required reset curb box to grade.
Zoning Planner	10/08/2021	Internal Review Complete	Heather Lamendola	Proposal would necessitate a substantial modification to the existing Special Permit issued by the City Planning Commission and Common Council if situated on private property as this increases the customer area. Property must be in compliance with Special Permit issued (SP-86-33).
District Councilor	10/05/2021	Approved	Bob Moore	Approved per Councilor Driscoll. See attached email
National Grid	08/18/2021	Conditionally Approved	Bob Moore	Conditionally Approved per Jennifer Kinney at National Grid. See attached email.
Verizon	08/18/2021	Approved	Bob Moore	Approved per John Considine at Verizon. See attached email.



4/8

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 18, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Legislation Request – Permission for Encroachment (PC-0395-21)

Dear Mr. Copanas,

Ron Schultz is requesting an Encroachment Waiver for a 4' high chain link fence. This feature will encroach 6'10" into the Right-of-Way on Burnet Ave. The applicant's mailing address is as follows:

1401-07 Burnet Ave
Syracuse, NY 13206

The proposed encroachment has been reviewed by various City departments and utility companies. Returned comments are enclosed. It appears that there is not major impediment to the request.

Please prepare legislation for consideration at the next meeting of the Common Council. Please let me know if you have any questions relative to this request.

Sincerely,

Ann Fordock
Deputy Commissioner, Department of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Department of Public Works

ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 1401 -1407 Burnet Ave , Syr. 13206

APPLICATION DATE: 08/11/21

PROPERTY: 028.-11-27.0

PERMIT APPLICATION: PC-0395-21

OWNER: Ron Schultz

MINOR OR MAJOR ENCROACHMENT

CONTRACTOR: Terry Horst (Architect)

PHONE: 315-472-2461

EMAIL: shiftysbar.com

DESCRIPTION OF WORK: Will be replacing existing wood deck with new raised patio

To:

ASSESSMENT

DPW

ENGINEERING

FIRE PREVENTION LAW

NBD

PLANNING

POLICE

WATER ZONING

DISTRICT COUNSILOR

CENTRO

NATIONAL GRID

VERIZON

APPROVED/DENIED _____

REVIEWED BY _____ **DATE** _____

COMMENTS _____

This form is for the reviewing departments use only. Please do not return the Central Permit Office.

The applicant will receive the review comments that have been entered in IPS.

If you have any questions please call 315-448-47-15 or email centralpermitoffice@syr.gov.

Thank you

Encroachment Permit Instructions and Application

Jeremy Robinson
Commissioner

Martin E. Davis, L.S.
Deputy Commissioner



Ann Fordock
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS

Ben Walsh, Mayor

Encroachment Application and documents must be submitted to:

Central Permit Office
201 East Washington Street, Room 101
Syracuse, New York 13202, Phone # 315-448-4715
CentralPermitOffice@syrgov.net

SUBMITTAL REQUIREMENTS

Only complete applications will be accepted for review:

- ☐ Pages 5 and 6 of the Encroachment Application completed in full and signed by the owner of the property adjacent to the right-of-way.
- ☐ A copy of the stamped survey map* (**must be to scale**, not reduced) for the private property abutting the street right-of-way in question.
- ☐ A stamped or signed site plan* (**must be to scale**, not reduced) showing specific location and distances from front of main building abutting right-of-way, front and side property lines, curbs, sidewalks, sidewalk widths, and driveways and improvement dimensions (lengths, widths, and heights) for all encroaching features. Also, for fencing, location of any gates and direction they will open. **The proposal can be drawn (to scale) on a copy of the property survey, but applicant must initial all changes made to the stamped survey and cross out the surveyor's stamp.**
- ☐ Elevation drawing* or manufacturer's catalogue cut of any features of the improvement.

**If you submit full size architectural drawings or survey maps, you must also submit one additional copy no larger than 11" x 17" or an electronic copy.*

PLEASE FILL IN COMPLETELY

Address of Proposed Encroachment:

1401 Burnet Ave. Syracuse, N.Y. 13206
Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known)

Property Owner (print name):

Ronald Schultz & Vicky Richardson@Shiftys
Bar and Grill

Mailing Address (if different):

Phone #(s):

(315) 663-6628 (315) 402-4416

Email Address(es):

shiftysbar@gmail.com

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

Terry Thorst, Terrythorst Landscape Architecture PC

Mailing Address:

306 Hawley Ave, Syracuse NY 13203

Phone #(s):

315-472-2461

Email Address:

thorst@thorstlandscapearch.com

Type of improvement requested:

Add patio, wall, stairs, rail for outdoor dining

Describe the style &/or materials of the improvement:

Concrete wall & patio, Steel rail & ledge, tables & chairs
Ex: a picket fence; a masonry bench

List the dimensions of the improvement in feet and inches:

Horizontal: 6 10 Vertical: 5 10
Feet Inches Feet Inches

What is the reason(s) for the improvement?

Replace the existing wood deck with new raised patio.

Specify any hardship or special circumstances, or public benefit to be gained, if applicable. Attach documentation or a letter of explanation if necessary.

Letter Attached.

Is this improvement part of a larger project?

 Yes X No

If yes, please identify the project and specify the additional city/county approvals being applied for

How far does the feature encroach into the City's Right of Way?

6'-10"

SIGNATURE OF THE OWNER

I (we) certify that I (we) own the private property listed above (i.e., the property abutting the requested improvement).

Signature(s):

Ronald S. Schurz
Vicki Richardson

6/22/2021
Date
6/22/2021
Date



Terry Horst
LANDSCAPE
ARCHITECTURE, PC

Jeremy Robison, Commissioner

City of Syracuse DPW

June 30, 2021

RE: Encroachment Permit Application for Shifty's Bar and Grill, 1401 Burnet Ave, Syracuse NY.

Dear Mr Robison,

The following is the response to application question: "What is the reason for the improvement?"

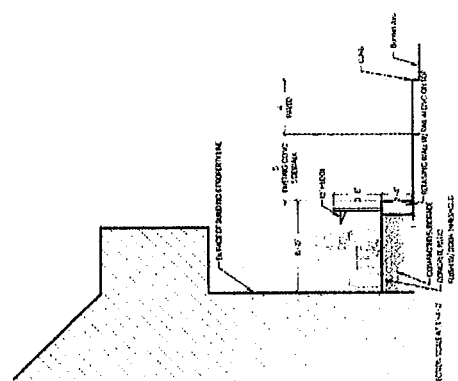
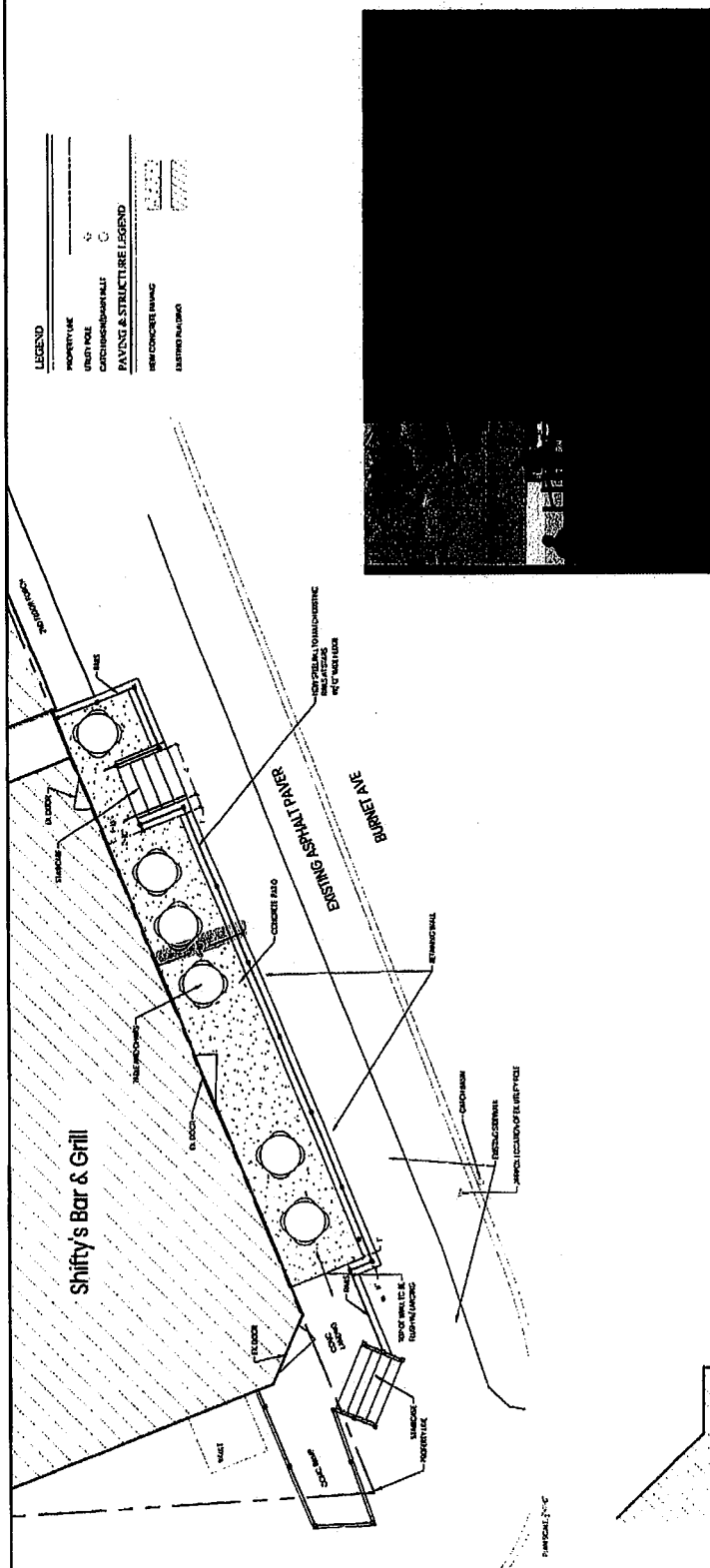
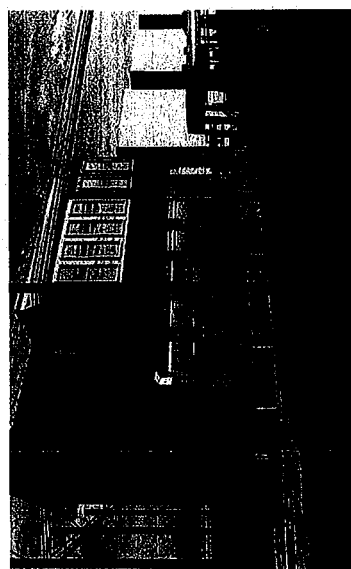
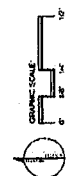
The proposed improvements will be replacing the existing outdoor dining area with a new patio, rail, and stairs. The restaurant historically had a wooden deck and stairs to serve outdoor dining in the Burnet Ave Right of Way without a permit. The owners have removed the wooden deck and wish to obtain a permit to build a new concrete wall and patio in its place. Please see the attached Site plan.

The owners would have a financial hardship if the permit were not granted by a loss of income due to the reduced number of tables available for customers. The pedestrian sidewalk along Burnet will be continued and there will be no interference with public utilities.

Thank you for your consideration.

Sincerely

Terry Horst



**ORDINANCE GRANTING PERMISSION TO
VADIM OLESH, OWNER OF THE PROPERTY
AT 216 LUDDEN PARKWAY, SYRACUSE NEW
YORK TO ENCROACH INTO THE 60' WIDE
RIGHT-OF-WAY THAT CROSSES THE
PROPERTY AT 216 LUDDEN PARKWAY WITH
A 14' X 24' GARDEN SHED**

WHEREAS, the City has a 60' Right-of-Way that crosses the property at 216 Ludden Parkway, Syracuse, New York. This Right-of-Way contains a 36" diameter water main; and

WHEREAS, Vadim Olesh, owner of the property situated at 216 Ludden Parkway, Syracuse, New York, has requested permission to encroach up to 2'6" into the Ludden Parkway Right-of-Way with a 14' x 24' garden shed; and

WHEREAS, the Commissioner of the Department of Water has approved the granting of an encroachment for the installation of the 14' x 24' garden shed as detailed in the survey attached hereto as Exhibit "A" and has requested this encroachment be approved by the Common Council;
NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to Vadim Olesh (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Right-of-Way contains a 36" diameter water main. The Owner hereby agrees that he shall not damage or interfere with the City's water conduits now or hereafter constructed, reconstructed, or maintained on or in said lands and right-of-way or with any apparatus or facility of the City used connection herewith.
2. The Owner hereby agrees that when constructing the garden shed, Owner will not drive over the Right-of-Way to construct the garden shed.

3. The Owner shall at all times defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or arise or grow out of the said construction of said garden shed and shall defend, indemnify, and save harmless the City from all costs, damages and expenses to City's water pipes or conduits or any other facilities, pipes, or construction work now or hereafter located in, under or along the surface of said lands above named at the point or place or places where said garden shed is to be constructed.

4. In the event that the City shall in the construction, operation or maintenance of its water lines or conduits now or hereafter located on its said premises require the shed to be moved or relocated, the owner shall, all at homeowner's own cost and expense move or relocate the shed.

5. In the event of a leak or a break in the conduit, or need for repair or maintenance of the conduit, the City will not be responsible for any damages caused to the property, road, utilities, or other infrastructure items within the Right-of-Way.

6. The City will not be responsible for the restoration of the utility or any other improvements within the City Right-of-Way.

7. The City will be held harmless from liability and all claims, damages, costs and expenses to persons or property, which may occur out of the City's use of its right-of-way.

8. No further encroachments will be permitted within the Right-of-Way without prior approval of the City.

9. The Common Council may terminate this permission upon thirty (30) days notice to the Owner.

10. Said Owner, within thirty (30) days from the effective date of this ordinance, shall file in the office of the City Clerk a duly acknowledged written acceptance of this permission and

consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owner to do and conform to all conditions thereof.

11. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the 14' x 24' garden shed.

12. Said Owner agrees and consents that the City will not be liable for any damage to the 14' x 24' garden shed from any cause, including but not limited to the causes noted in the paragraphs above, as well as snow removal, utility repair and replacement, and sidewalk repairs.



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DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

October 7, 2021

Joseph B. Awald, PE
Commissioner

John D. Walsh
Deputy Commissioner

John P. Copanas
City Clerk
City Hall
Syracuse, New York

RE: Right-of-Way minor encroachment at 216 Ludden Parkway, Syracuse NY 13219

Dear Mr. Copanas:

Please prepare legislation to permit an easement on the City of Syracuse R.O.W. on behalf of Mr. Vadim Olesh of 216 Ludden Parkway, Syracuse NY 13219. The City has a 60-foot wide Right-of-Way that crosses the property. It contains a 36-inch diameter water main. Mr. Olesh is requesting rights to occupy a portion of this property with a 14-ft x 24-ft garden shed.

I have reviewed this proposal and recommend that an ordinance be submitted for consideration by the Common Council for action as follows:

1. Mr. Olesh shall not damage or interfere with the City's water conduits now or hereafter constructed, reconstructed, or maintained on or in said lands and right-of-way or with any apparatus or facility of the City used connection herewith.
2. That said Mr. Olesh shall at all times indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or arise or grow out of the said construction of said crossing and shall indemnify and save harmless said City from all costs, damages, and expenses by reason of any damages and expenses to City's water pipe or conduits or any other facilities, pipes or construction work now or hereafter located in under or along the surface of said lands above named at the point or place or places where said pavement are to be constructed.
3. In the event that the City of Syracuse shall in the construction, operation or maintenance of its water lines or conduits now or hereafter located on its said premises require said structures to be moved or relocated, Mr. Olesh shall, all at homeowner's own cost and expense move or relocate the same.
4. In the event of a conduit leak, break, repair or maintenance the City will not be responsible for any damage caused to the property, road, utilities or other infra-structure items within the right of way.
5. The City will not be responsible for the restoration of the utility or any other improvements within the City right-of-way.
6. The City will be held harmless from liability and all claims, damages, costs and expenses to person or property, which may occur out of the City use of its' right-of-way.

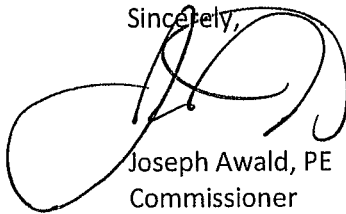
Department Of Water
101 N. Beech Street
Syracuse, N.Y. 13210

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

www.syr.gov.net

7. No further encroachments will be permitted within the right-of-way without prior approval of the City.
8. Additional terms as required by the Corporation Council or Commissioner of Water shall be added as deemed appropriate. When constructing the garden shed, Mr. Olesh will agree not to drive over the right of way to construct the shed.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Awald', is written over the word 'Sincerely,'.

Joseph Awald, PE
Commissioner

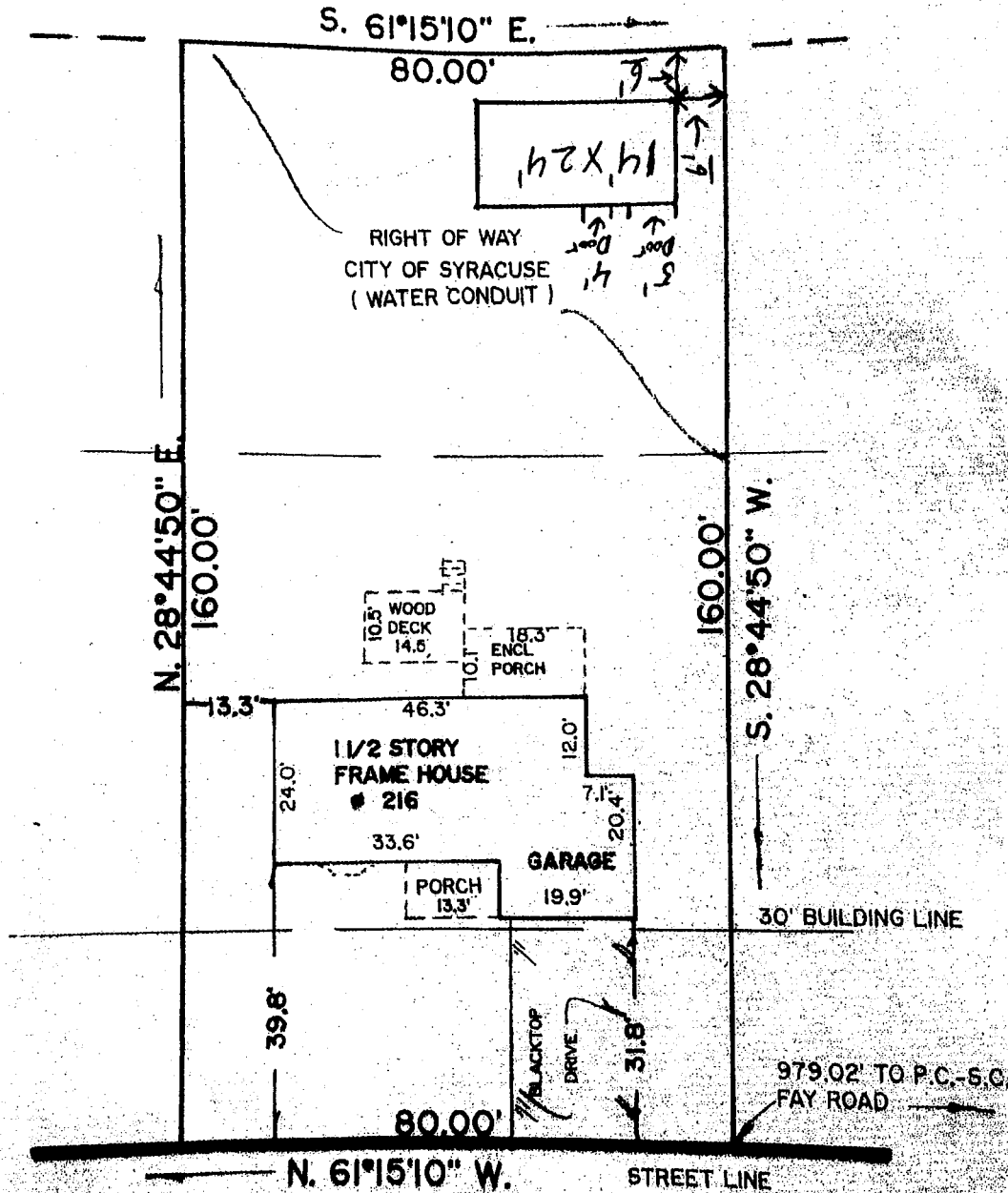
Attachments

CERTIFICATIONS INDICATED HEREON SHALL APPLY ONLY TO THE PERSONS FOR WHOM THIS SURVEY WAS PERFORMED AND ON THEIR BEHALF, TO THE TITLE INSURANCE COMPANY, GOVERNING AGENCY AND LENDING INSTITUTION, AND TO THE ASSIGNEES OF THE LENDING INSTITUTIONS, AND / OR SUBSEQUENT OWNERS

THIS MAP MAY NOT BE USED IN CONNECTION WITH A 'SURVEY AFFIDAVIT' OR SIMILAR DOCUMENT, STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEEES.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

ALANDALE TRACT, SECTION 2
MAP # 4435



LUDDEN PARKWAY