

COMMON COUNCIL
of the
CITY OF SYRACUSE

(10/12)

REGULAR MEETING – OCTOBER 12, 2021
1:00 P.M.

1. *Pledge of Allegiance to the Flag - (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation - (A Moment of Silent Reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call – (All Present – 8; Councilor Driscoll – Absent)*
4. *Minutes – September 27, 2021 – (Adopted 8-0)*
5. *Petitions – (none)*
6. *Committee Reports – (Public Safety)*
7. *Communications – (From the Hon. Nader Maroun, City Auditor, an audit of the city of Syracuse parking meters; From Lana Scarlett Rowell, on behalf of AT&T Corp., a letter accepting the terms and conditions of Ordinance No. 607 (09/27/2021).*

NEW BUSINESS

BY PRESIDENT HUDSON:

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

WD

BY COUNCILOR BEY:

- 8-0** 9. *Special Permit – To approve a Restaurant located at 471-489 Westcott Street (aka 117 Harvard Place). No one spoke in favor of or in opposition to the proposal. The Planning Commission granted six (6) waivers in regard to off-street parking, driveway spacing, driveway location, curbing, side yard treatment, and signage regulations. Shane Kelly & Danielle Mercuri-Campolito, applicant. RJ Westcott Holdings, owner.*

**GEN.
#29**

BY COUNCILOR GREENE:

- H** 10. *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** 11. *Agreement – With Syracuse University, to maintain in-kind services, to include maintaining a portion of Thornden Park and the replacement and maintenance of sidewalks along Ostrum Avenue near the park. The City will agree to accept current and additional University sidewalk maintenance in lieu of assessing new sidewalks fees; to 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** 12. *Correct Tax Rolls - (130 Peters Street, 715 Coughlin Avenue, for various reasons for tax year 2021/2022), as outlined in Appendix “A”.* **620**

BY COUNCILOR PANIAGUA:

- 8-0** 13. *Amend – Ord #340 (06/21/2021), “Contract - With Pro-Act, Inc. for Pharmacy Benefits Management Services to authorize the first of (2) one year renewal options for the period of one-year effective for the period of January 1, 2021-December 31, 202, on behalf of the Office of Personnel and Labor Relations. Total annual estimated cost not to exceed \$7,500,000, charged to Account #590601.01.90600.” Amend to add the cost to administer Flu shots (\$15,000) to City employees and increase total cost not to exceed to \$7,515,000.* **621**
- 8-0** 14. *Agreement – With RISE (Refugee & Immigrant Self-Empowerment), to provide educational materials (\$3,000) to assist in language support services to prepare kids for a successful school year, along with professional printing service and distribution of a service manual (\$1,500) to support disabled households, and language workshops (\$500) hosted by RISE to increase the scope of outreach. Total cost not to exceed \$5,000 charged to Common Council Account #541500.* **622**
- 8-0** 15. *Agreement – With Kideney Architects, for building condition surveys and miscellaneous support reports, for the Syracuse City School District, to expire January 31, 2022. Total cost not to exceed \$1,000,000, charged to budget line #H.04295.990020.* **623**

BY COUNCILOR CARNI:

- 8-0** 16. *Agreement - With Little Dakota LLC and Spilco Properties, LLC, to secure eight (8) twenty-four hour monthly parking spaces, at the market rate of \$95 per space, in the Fayette Street Parking Garage, for a period of ten (10) years.* **624**

- 8-0** 17. Agreement - With Onondaga County relative to the use of the City of Syracuse D.P.W. Fuel Facility for the period of one year, commencing on October 14, 2021, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, including compressed natural gas, plus an additional fee of \$.06 per gallon for maintenance and 5% administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #423010.01. **625**
- 8-0** 18. Agreement - With the Syracuse City School District relative to the use of the City of Syracuse D.P.W. Fuel Facility for the period of one year, commencing on October 14, 2021, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, including compressed natural gas, plus an additional fee of \$.06 per gallon for maintenance and (5%) administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #549100.01.51320. **626**
- 8-0** 19. Agreement - With the Syracuse Housing Authority relative to the use of the City of Syracuse D.P.W. Fuel Facility for the period of one year, commencing on October 14, 2021, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, plus an additional fee of \$.06 per gallon for maintenance and 5% administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #417120.01. **627**
- 8-0** 20. Amend – Ord. #372 (08/24/2020), "Contract – With JMT Inc., to assist in the operation of the Traffic Management Center (formally the Traffic Control Center) for the period of one (1) year with three (3) one year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$407,660, charged to DPW Account #541500.01.81800." Amend to authorize the first of three (3) one year renewal options. **628**
- 8-0** 21. Lease Agreement - With the Syracuse Industrial Development Agency (SIDA) and the City of Syracuse Department of Public Works, for the property located at 341 Peat Street, for storing and processing yard waste and certain forms of solid waste, for the period of three (3) years. Total annual rent \$1.00. **629**
- 8-0** 22. Accept - Lining of two (2) sewer manholes and the replacement of their frames and covers along the 700 block of North Clinton Street by 400 West Division Street, LLC, the owner of the Pida Multi-Use project (151-99 Solar Street & Division Street) in accordance with Onondaga County's 1:1 offset requirement (Local Law No. 1, 2011). **630**
- 8-0** 23. Accept - Lining of 15" Combined Sewer Main and two (2) sewer manholes with replacement of their frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) by Gilbane Development Company, the owner of the Wellington Place Apartments Project (800-08 East Fayette Street) in accordance with Onondaga County's 1:1 offset requirement (Local Law No. 1, 2011). **631**
- 8-0** 24. Accept - Lining of 15" and 12" Combined Sewer Main and two (2) sewer manholes with replacement of their frame and covers along Wolf Street (200 Block) by ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) in accordance with Onondaga County's 1:1 offset requirement (Local Law No. 1, 2011). **632**

- 8-0** 25. Amend – Ord. #492 (011/09/2020), “Agreement - With C&S Engineers Inc., for Preliminary Design Services Fee for the East Colvin Street Paving Project South Salina to Jamesville Avenue, PIN 3756.82. Total cost not to exceed \$239,000, to be paid on a time and expense basis. The City will incur all initial costs with subsequent 80% reimbursement from Federal funds and 20% local funds previously authorized (Ord. #683-2019), charged to Capital Account #07.599807.701077100.80405.” Amend to add the Final Design Services at an additional cost of \$225,000. Total cost not to exceed \$464,000. Total Project cost not to exceed \$3,560,000. **633**
- 8-0** 26. Amend – Ord. #252 (05/24/2021), “Agreement - With NYS DOT for the Scoping, Preliminary, Right of Way & Detailed Design Phases, and additional Right of Way Cost of the Creekwalk Improvements, TAP 2108 Project, PIN 3950.74, includes improvements to the creekwalk maintenance bridge and sections of the original asphalt creekwalk north of Spencer Street. Total amount not to exceed \$350,000. Total project cost not to exceed \$1,535,000. The City will incur all initial costs for this project with subsequent 80% reimbursement from NYS DOT through TIP.” Amend to decrease by \$47,000 to establish a separate agreement. Total amount not to exceed \$303,000. **634**
- 8-0** 27. Agreement - With NYS DOT for the Right of Way Phase of the Creekwalk Improvements, TAP 2108 Project, PIN 3950.74. A separate ordinance is required since NYSDOT is acquiring the property for the City, relative to Ord. #252-2021. Total amount not to exceed \$47,000. Total amount not to exceed \$47,000. There is a 20% local match paid directly to NYSDOT. The remaining 80% paid by Federal Aid, from Account #07.599807.701232002.80405. Total project cost not to exceed \$1,535,000. **635**
- 8-0** 28. Amend – Ord. #465 (08/02/2021), “Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the Scoping, Preliminary, Detailed Design Phase and the Construction Inspection Phase, of the Downtown Mill & Pave Project, PIN 3756.25. Total cost not to exceed from \$4,984,000” Amend to add additional \$50,000 to the Construction Phase. Total cost not to exceed \$5,034,000. **636**
- 8-0** 29. Amend – Ord. #466 (08/02/2021), “Agreement - With N.Y.S. DOT for the Scoping, Preliminary, Detailed Design Phase and the Construction Inspection Phase, of the Downtown Mill & Pave Project PIN 3756.25, on behalf of the Department of Engineering, revise the local share reimbursement from 0.70% to 0%. Total project cost not to exceed from \$4,984,000, from Account #07.599807.701071000.80405. The City will incur all initial costs with subsequent 100% reimbursement from Federal (80%) and State (20%) funds through TIP.” Amend to add an additional \$50,000 to the Construction Phase. Total cost not to exceed \$5,034,000. **637**
- 8-0** 30. Amend – Ord. #467 (08/02/2021), “Authorize - The Scoping, Preliminary, Detailed Design Phase and the Construction Inspection Phase, of the Downtown Mill & Pave Project PIN 3756.25, on behalf of the Department of Engineering, revise the local share reimbursement from 0.70% to 0%. Total project cost not to exceed from \$4,984,000, from Account #07.599807.701071000.80405. Total project cost not to exceed \$4,985,000. The City will incur all initial costs with subsequent 100% reimbursement from Federal (80%) and State (20%) funds through TIP.” Amend to. Amend to add an additional \$50,000 to the Construction Phase. Total cost not to exceed \$5,034,000. **638**

31. Authorize - The City of Syracuse to declare the Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507 to be Type II Action pursuant to the SEQR Act, and the statewide regulations 6 NYCRR Section 617.5(c)(24) & (27). **639**
- 8-0
32. Authorize -The City Meadowbrook Sewer Area Inflow and Infiltration Study Project, Engineering Planning Grant Number 105507 (Ord. #42-2021). There is a 20% local match not to exceed \$10,000 to be met in the form of in-kind services from employees from Engineering and DPW. Total project cost not to exceed \$60,000. **640**
- 8-0
33. Permission – (revocable) ADHV REDEV, LLC, the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) to construct, own, operate and maintain seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) right of way. **641**

BY COUNCILOR HOGAN:

34. Authorize - Payment to Swank Motion Pictures, for movie licensing fees to show free movies on family movie nights at various parks between October 22, 2021-June 30, 2022. Total cost not to exceed \$3,000 to be charged to the Celebrations Account Project #504610 Fund #25 and Account #01.71400.540552. **642**
- 8-0

BY COUNCILOR MAJOK:

35. Amend – Ord. #519 8/23/2021), “Agreement - With M.A. Polce, Naughton Associates, Advanced IT, ComSource, Hoefler Communication, and Presidio, for consulting services, on behalf of the Department of Information Technology, for the period of one (1) year with two (2) one-year renewal options with the approval of the Mayor and Common Council. Total cost not to exceed \$125,000, from Account # 541500.01.16800.” Amend to include the Police Department (\$363,000) and increase total cost not to exceed from \$125,000 to \$488,000. **643**
- 8-0

BY COUNCILOR ALLEN:

36. Permission – To Van Rensselaer Street Company II & III LLC, owner of the property located at 720 Van Rensselaer Street for a steel frame canopy, encroaching approximately 7’ 10” into the Van Rensselaer Street right-of-way. **644**
- 8-0

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

**ORDINANCE APPROVING A SPECIAL PERMIT
FOR A RESTAURANT ON PROPERTY
SITUATED AT 471-489 WESTCOTT STREET
(A/K/A 117 HARVARD PLACE)**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on September 20, 2021, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of RJ Westcott Holdings, LLC, owner and Shane Kelly and Danielle Mercuri-Campolito, applicants, for a special permit for a restaurant on property situated at 471-489 Westcott Street (a/k/a 117 Harvard Place), Syracuse, New York, pursuant to Part B, Section III, Article 2, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY
SITUATED AT 471-489 WESTCOTT STREET (AKA 117 HARVARD PLACE)

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 20th day of September, 2021, adopt the following resolution:

- WHEREAS, the applicants, Shane Kelly and Danielle Mercuri-Campolito, are requesting a Special Permit for a Restaurant on property situated at 471-489 Westcott Street (aka 117 Harvard Place) pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on August 30 and September 20, 2021, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, the subject property is a developed, regular-shaped, corner lot with multiple attached buildings and seven surface parking spaces with access to Harvard Place, 156.18 feet of frontage on Westcott Street and 172 feet of frontage on Harvard Place; and
- WHEREAS, the property lies within a Business, Class A zoning district, as do the neighboring properties to the west and south; adjacent and neighboring properties to the east lie within a Residential, Class B-1 zoning district; adjacent and neighboring properties to the north lie within a Residential, Class A zoning district; other neighboring properties lie within Residential, Class AA and Residential, Class A-1 zoning districts; and
- WHEREAS, land use in the area consists primarily of residential uses with a node of mixed uses along Westcott Street between Dell Street and South Beech Street; and
- WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Eastside neighborhood, as Neighborhood Commercial; and
- WHEREAS, the City Planning Commission has approved multiple Special Permits for Restaurants related to this property over the years, with modifications, thereto, on properties previously known as 471-473 Westcott Street, 475-477 Westcott Street, 489 Westcott Street, 111 Harvard Place, and 115 Harvard Place:
- SP-75-22; Special Permit for a Restaurant (wine and cheese); 471 Westcott St;
 - SP-76-38; Special Permit for a Restaurant; 471 Westcott St;
 - SP-80-07; Special Permit for a Restaurant (Ko-Ko's); 471 Westcott St;
 - SP-82-11; Special Permit for a Restaurant (John John's); 475 Westcott St;
 - SP-83-28; Special Permit for a Restaurant; 471 Westcott St; modification to SP-76-38;
 - SP-83-76; Special Permit for a Restaurant (Domino's Pizza); 115 (aka 111) Westcott St; two modifications, thereto (May and July, 2014), for signage and floor plan (Go Chix);

- SP-91-20: Special Permit for a Restaurant (pizza shop); 473 Westcott St;
- SP-95-16; Special Permit for a Restaurant (Sabastino's Pizza & Deli); 477 Westcott St;
- SP-96-30; Modification to expand a Special Permit for a Restaurant (Sabastino's Pizza); 475-477 Westcott St; three modifications, thereto (6/16/2014 (Subway), 4/23/2018 (salon), and 1/7/2019 (Syracuse Halal Guys)); and

WHEREAS, the properties have been reconfigured into one Lot that includes 117 Harvard Place, which has no record of previous Special Permit approval for a Restaurant; and

WHEREAS, additional land uses currently on the site include the following:

- 471-473 Westcott Street: a restaurant (New Garden) (SP-80-07);
- 475-477 Westcott Street: a restaurant (Syracuse Halal Gyro) within a grocery store (SP-96-30M3);
- 489 Westcott Street: retail (Boom Babies);
- 111 Harvard Place: retail (Westcott Liquor);
- 115 Harvard Place: a restaurant (SP-83-76M2);
- 117 Harvard Place: proposed restaurant (Clean Cusine) (SP-21-08); and

WHEREAS, the applicant submitted a site plan (Sheet C-1) dated September 6, 2021, which illustrates an existing, one-story masonry and frame building (No. 471-479), 57 off-street parking spaces, an eight-foot buffer along Harvard Place, and three driveways consisting of a 23.5-foot wide driveway on Westcott Street and two, 24-foot wide driveways on Harvard Place, on four properties situated at 469 Westcott Street, 471-489 Westcott Street, 119-21 Harvard Place, and 123 Harvard Place; and

WHEREAS, the applicant submitted a building plan in the form of an altered property survey that identifies existing and proposed land uses; and

WHEREAS, the applicant submitted a floor plan for the proposed restaurant that illustrates a customer service area of 16'-11" by 14'-6" (≈245 square feet); and

WHEREAS, the proposed restaurant requires eight off-street parking spaces; current and proposed land uses on the property necessitate approximately 75 off-street parking spaces; and

WHEREAS, the City Planning Commission has previously waived off-street parking requirements for current and previous land uses based on off-street parking available on properties situated at 469 and 471-489 Westcott Street and 119-121 and 123 Harvard Place; and

WHEREAS, the site plan illustrates 57 off-street parking spaces are available on properties situated at 469 and 471-489 Westcott Street and 119-121 and 123 Harvard Place as follows:

- 469 Westcott St: 27 spaces; V-65-32;
- 471-489 Westcott Street (aka 117 Harvard Place): 7 spaces; on-site;
- 119-21 Harvard Place: 19 spaces; SP-08-11;
- 123 Harvard Place: 4 spaces; SP-08-11; and

WHEREAS, the hours of operation for the proposed restaurant will be Sunday through Saturday from 7:00 a.m. until 8:00 p.m., with a maximum of five employees on premises at one time; and

- WHEREAS, the applicant is proposing to install an 18.5"x54" (6.9-square foot) window sign above the entrance to 117 Harvard Place; the applicant is proposing to maintain an existing mural on the east side of the building; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(1) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal requires 8 parking spaces and the applicant is proposing 0 off-street parking spaces; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(c) of the City of Syracuse Zoning Rules and Regulations, as amended, in that any driveway located next to a residential district shall provide not less than 25 feet of spacing between such district boundary and the nearest boundary of the driveway; the site plan shows a driveway on Harvard Place adjacent to a Residential, Class B-1 zoning district; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(d) of the City of Syracuse Zoning Rules and Regulations, as amended, in that driveways shall be located not less than 10 feet from the property lines; the site plan shows a driveway on Harvard Place adjacent to the eastern property line; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(5)(c) of the City of Syracuse Zoning Rules and Regulations, as amended, in that curbs shall be provided along the edge of all areas accessible to motor vehicles to prevent the encroachment of vehicles or any portions thereof, upon adjacent property or the street right-of-way; the site plan does not show the required curbing along the edges of the seven off-street parking spaces situated in front of the proposed restaurant, known as 117 Harvard Place; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(6) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal is allowed one wall and one ground sign, neither to exceed 40 square feet, and the applicant is proposing to install an 18.5"x54" (6.9-square foot) window sign; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(9) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposed restaurant shall comply with the provisions of Part C, Section I, Article 5 of the City of Syracuse Zoning Rules and Regulations, as amended, wherein pursuant to paragraph 3, a screen shall be provided adjacent to either residential or office districts or uses so as to protect these areas from unreasonable disturbance; the site plan does not show the required screening along the eastern lot line; and
- WHEREAS, the proposal necessitates six waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, driveway spacing, driveway location, curbing, sign, and side yard treatment regulations; and
- WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works, and the Division of City Planning for review; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is an Unlisted Action and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and

WHEREAS, due consideration was given to the necessity, adequacy, and character of the proposed development, and vehicular and pedestrian circulation within the immediate vicinity; and

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

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

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

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 20th day of September, 2021, APPROVE the application of Shane Kelly and Danielle Mercuri-Campolito for a Special Permit for a Restaurant on property situated at 471-489 Westcott Street (aka 117 Harvard Place) pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

BE IT FURTHER RESOLVED that this Commission GRANTS the requested waivers from Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the off-street parking, driveway spacing, driveway location, curbing, side yard treatment, and sign regulations as identified in the preamble to this resolution;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
 - Parking Site Plan (Sheet C-1); 471-489 Westcott Street; prepared by: KET, Natural Systems Engineering; dated: 9-6-21; scaled: 1"=20';
 - Building Plan (Location Survey); Lots 1, 2, 3, 4, 5 and 6, Block #1, of the Hillsdale Tract Amended and Lots 28 and 29 and part of Lot #3 of the M.C. Palmer Tract;
 - Floor Plan; Clean Cuseine, 471-89 Westcott St; prepared by: Tim Delavan; scaled: 1/4"=1'-0"; dated: 8/2/21;
 - Sign Plan (photo); Clean Cuseine; 18.5" high by 54" long; undated;

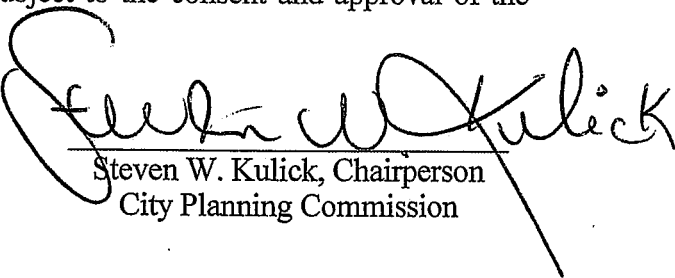
4. Signage for the proposal is limited to an 18.5"x54" (6.9-square foot) window sign, as noted in condition number three above;
5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

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

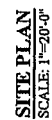
BE IT FURTHER RESOLVED that approval of this resolution does not relieve the applicant from compliance with any other regulatory or licensing provisions applicable thereto by the properly constituted Federal, State, County or City authorities to include, but not limited to the City of Syracuse Departments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

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

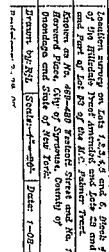
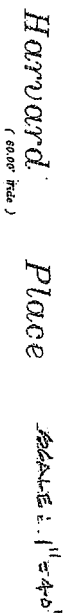
BE IT FURTHER RESOLVED that this resolution is subject to the consent and approval of the Common Council of the City of Syracuse.

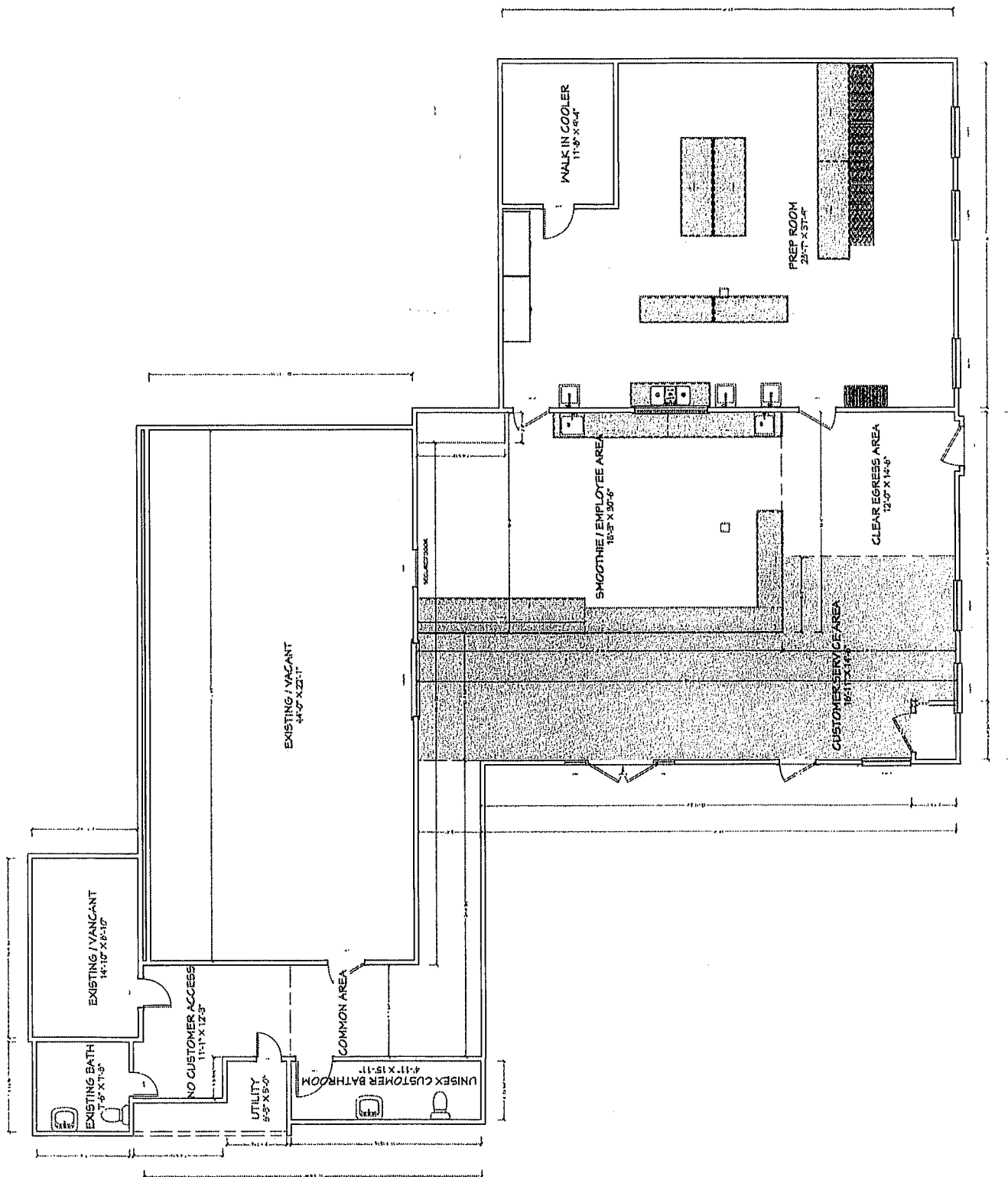


Steven W. Kulick, Chairperson
City Planning Commission

[illegible]

(66.00' Wide)





Prepared For: Clean Cuisine 471-84 Mastick St Syracuse, NY 13210	Date: 6/2/21	
	Scale: 1/4" = 1'-0"	
and By: Tim Delavan p. 315-263-0461		



signed

posed

1.5"



Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola
Zoning Administrator

September 22, 2021

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

Re: SP-21-08 Special Permit for a Restaurant on property situated at 471-489 Westcott Street (aka 117 Harvard Place)

Dear Mr. Copanas;

On September 20, 2021, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

No one spoke in favor of or in opposition to the proposal.

The Commission granted six waivers from the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the off-street parking, driveway spacing, driveway location, curbing, side yard treatment, and sign regulations as part of this approval.

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

Sincerely,

Heather A. Lamendola
Zoning Administrator

Ends: (6)

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

www.syr.gov.net

Owner: RJ Westcott Holdings, LLC
P.O. Box 653
Baldwinsville, New York 13027

Applicants: Shane Kelly
8308 Parkhouse Path
Cicero, New York 13039

Danielle Mercuri-Campolito
411 Sycamore Terrace
Syracuse, New York 13214

10 B

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.



1013

Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

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.syrgov.net

David Prowak
Director of Information Technology



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.



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



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 28, 2021
SUBJECT: Services Agreement with Syracuse University

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Office of the Mayor, I am requesting the City to enter 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.)

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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.

Year 1	FY 22	\$1,250,000
Year 2	FY 23	\$1,500,000
Year 3	FY 24	\$1,750,000
Year 4	FY 25	\$2,000,000
Year 5	FY 26	\$2,000,000

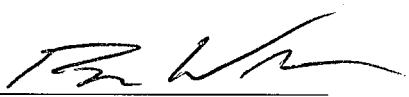
Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Please indicate your concurrence by signing below and returning this memo to me so that I may 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

SEP 29 2021

Date

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> <ul style="list-style-type: none"> o staff on an annual basis _____ o 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	
Public Safety	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
	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)

	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, facade 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
College of Education	Teacher Education Placements in Syracuse City School District ("SCSD")
	Syracuse Urban Inclusive Teacher Residency
	Next Big Thing: collaboration between SCSD and administrators at College of Education
	4A Arts & Creative Literacies Academy: grant to Dr. Weeks Elementary School

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

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

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

	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 Syracuseuse.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>

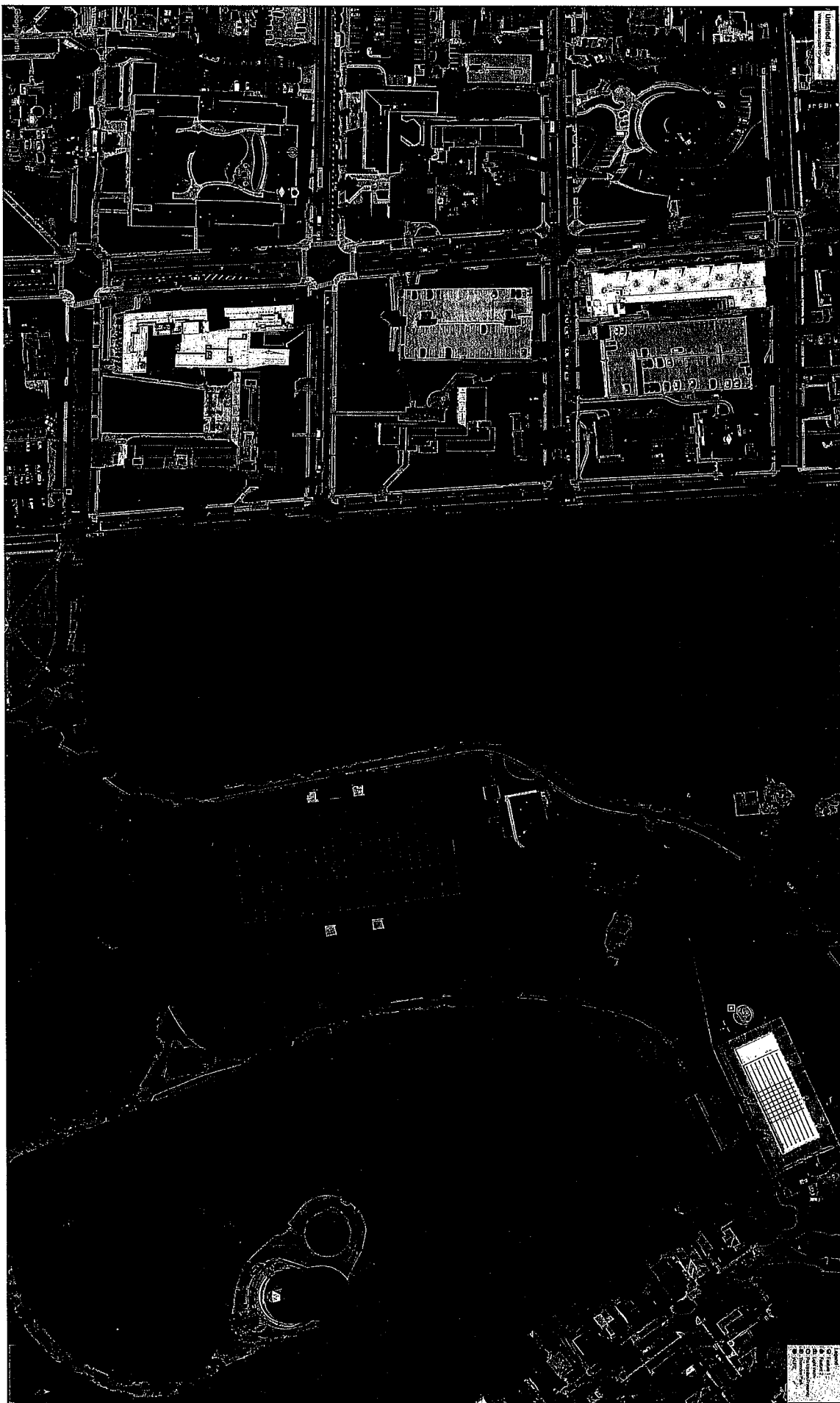
EXHIBIT "B"

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 THORNDEN PARK



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".

ADD EXEMPTION FOR 21/22 TAX YEAR

IS --	SHOULD BE --
#0369102500	#0369102500
130 Peters Street	130 Peters Street
Robert Katura	Robert Katura
33 x 100	33 x 100
Wh	Wh
009.-26-28	009.-26-28
LAND VALUE: \$6,600	LAND VALUE: \$6,600
FULL VALUE: \$32,000	FULL VALUE: \$32,000
EXEMPT: \$0	EXEMPT: \$35,530 (Code 41836)
EXEMPT: \$0	EXEMPT: \$16,000 (Code 41800)
CITY TAXABLE: \$32,000	CITY TAXABLE: \$0
COUNTY TAXABLE: \$32,000	COUNTY TAXABLE: \$16,000
SCHOOL TAXABLE: \$32,000	SCHOOL TAXABLE: \$0
WATER TAXABLE: \$32,000	WATER TAXABLE: \$32,000
ALL OTHER CHARGES AS BILLED	ALL OTHER CHARGES AS BILLED

CHANGE EXEMPTION FOR 21/22 TAX YEAR

IS --	SHOULD BE --
#0419000300	#0419000300
715 Coughlin Ave	715 Coughlin Ave
Jon Ward	Jon Ward
55 x 167.57	55 x 167.57
Whxgar	Whxgar
023.-07-10.0	023.-07-10.0
LAND VALUE: \$14,700	LAND VALUE: \$14,700
FULL VALUE: \$72,000	FULL VALUE: \$72,000
EXEMPT: \$26,161	EXEMPT: \$26,161 (Code 41001)
EXEMPT: \$0	EXEMPT: \$15,080 (Code 41856)
CITY TAXABLE: \$45,839	CITY TAXABLE: \$30,759
COUNTY TAXABLE: \$45,839	COUNTY TAXABLE: \$45,759
SCHOOL TAXABLE: \$72,000	SCHOOL TAXABLE: \$56,920
WATER TAXABLE: \$72,000	WATER TAXABLE: \$72,000
ALL OTHER CHARGES AS BILLED	ALL OTHER CHARGES AS BILLED



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

12

24 September 2021

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

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

RE: Request for Legislation

Dear Mr. Copanas:

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

These properties have 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@syr.gov.net

Very Truly Yours,

Ann Gallagher
Deputy Commissioner of Assessment

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

3

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 675-2019 AS LAST AMENDED BY
ORDINANCE NO. 340-2021 AUTHORIZING
CONTRACT WITH PROACT, INC. RELATIVE TO
PROVIDING PHARMACY BENEFITS MANAGEMENT
SERVICES**

BE IT ORDAINED, that Ordinance No. 675-2019 as last amended by Ordinance No. 340-2021 is hereby amended to read as follows:

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

WHEREAS, the City of Syracuse, Onondaga County, and Oswego County issued a joint Request for Proposal for a vendor to administer their pharmacy benefits programs and the Mayor has approved the retention of ProAct, Inc., under the following terms:

(1) ProAct, Inc. shall provide all required pharmacy benefits management services throughout the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65); the scope of services of this agreement is hereby amended to reflect that ProAct shall supply and administer flu shots to City of Syracuse employees at the Annual Flu Clinic for 2021 which will be held October 19, 2021 and October 27, 2021 and for the City's First Responders at a drive thru clinic to be held on dates yet to be determined;

(2) This agreement shall be for a term of one (1) year effective January 1, 2020 with the option of two (2) additional one (1) year renewal periods subject to the approval of the Mayor and the Common Council; this agreement is hereby extended for the first one year renewal period effective January 1, 2021;

(3) The City shall pay to ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,500,000 for the first year of the agreement; the cost not to exceed for this agreement is hereby increased by \$15,000 which shall cover the costs for 500 City employees to receive the flu shot at a cost to the City of \$30.00 per person, the flu shot is covered under the City's Employee Health Benefits Plan, the new total cost not to exceed for all services to be provided by ProAct under the agreement is \$7,515,000.; NOW, THEREFORE,

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

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Account No. 590601.01.90600 – Hospital, Medical, Surgical Insurance.



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Director

September 24, 2021

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

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the next Common Council Meeting authorizing the City, to amend ordinance # 340-2021 to add the cost to supply and administer Flu shots to City of Syracuse employees to the current Proact, Inc. Service Agreement. The City of Syracuse's Annual Flu Clinic for 2021 will be held October 19th and October 27th, and for the City's first responders a drive thru clinic, dates to be determined.

The cost shall be \$30.00 per person and shall not exceed \$15,000 which would cover 500 employees and is covered under the City's Employee Health Benefit Plans. The not to exceed amount will increase from \$7,500,00 to \$7,515,000.

All costs associated with the Agreement shall be charged to Budget Account No. 590601.01.90600.

Sincerely,

Donna D. Briscoe
Director of Personnel

Office of Personnel &
Labor Relations
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

Cc: File

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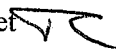


OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: September 27, 2021
SUBJECT: Amend Agreement – Administration of Flu Shots at the City's Annual Flu Clinic


On behalf of the Office of Personnel & Labor Relations, I am requesting to amend ordinance #340-2021 to add the cost to supply and administer Flu shots to City of Syracuse employees to the current Proact, Inc. Services Agreement. The City of Syracuse Annual Flu Clinic for 2021 will be held October 19th and October 27th, and for the City's first responders a drive thru clinic, dates to be determined.

The cost shall be \$30.00 per person and shall not exceed \$15,000 which would cover 500 employees and is covered under the City's Employee Health Benefit Plans. The not to exceed amount will increase from \$7,500,000 to \$7,515,000.

All costs associated with the Agreement shall be charged to Budget Account No. 590601.01.90600.

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

SEP 29 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.syrgov.net

**ORDINANCE APPROPRIATING FUNDS IN AN
AMOUNT NOT TO EXCEED \$5,000.00 FROM
THE CITY OF SYRACUSE COMMON
COUNCIL'S BUDGET TO BE ALLOCATED TO
THE CITY OF SYRACUSE YOUTH ADVISORY
COUNCIL'S PROJECT WITH RISE (REFUGEE
AND IMMIGRANT SELF-EMPOWERMENT AND
AUTHORIZING AN AGREEMENT WITH RISE
(REFUGEE AND IMMIGRANT SELF-
EMPOWERMENT) RELATIVE TO THE USE OF
THE FUNDS**

WHEREAS, as part of the City of Syracuse Youth Advisory Council's 2020-2021 Projects it has partnered with Refugee and Immigrant Self-Empowerment (RISE), a local nonprofit organization providing the Syracuse immigrant community with employment and literacy assistance; and

WHEREAS, the City of Syracuse Common Council wishes to appropriate \$5,000.00 from its Budget to be allocated to the City of Syracuse Youth Advisory Council's Project with RISE to be used as follows:

- \$3,000.00 for hands-on education materials to assist in the operation of the summer language support services offered by RISE;
- \$1,500.00 for professional printing and distribution of a manual titled "How to Access Services" to be used by families handling a disability in the household as a guide on how to access a variety of services; and
- \$500.00 for hosting language workshops at four selected agencies in an effort to increase the scope of outreach.

; NOW, THEREFORE

BE IT ORDAINED, subject to the approval of the Mayor, that the Director of Budget and Management be and he is hereby authorized to enter into an agreement on behalf of the City of Syracuse Common Council with RISE relative to the appropriation of the \$5,000.00 which shall be used as follows:

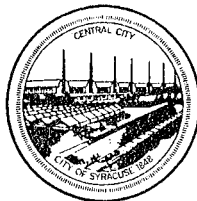
- \$3,000.00 for hands-on education materials to assist in the operation of the summer language support services offered by RISE;
- \$1,500.00 for professional printing and distribution of a manual titled "How to Access Services" to be used by families handling a disability in the household as a guide on how to access a variety of services; and
- \$500.00 for hosting language workshops at four selected agencies in an effort to increase the scope of outreach.

; and

BE IT FURTHER ORDAINED, all costs associated with the agreement shall be charged to Common Council Budget Account #541500 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.

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



14
Council Office: (315) 448-8466
Fax: (315) 448-8423

CITY OF SYRACUSE COMMON COUNCIL

RITA M. PANIAGUA
Councilor-at-Large

September 30, 2021

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

Dear Mr. Copanas:

Please prepare legislation for the regularly scheduled Common Council meeting of Tuesday, October 12, 2021 authorizing the City Clerk to enter into an agreement with RISE (Refugee & Immigrant Self-Empowerment), in the amount of \$5,000 expended from Common Council Budget Account #541500.

These funds will be used for hands-on educational materials (\$3,000) to assist in the operation of the summer language support services offered by RISE to better prepare kids for a successful school year.

Additionally, RISE will use \$1,500 for the professional printing and distribution of a manual titled "How to Access Services" which can be used by families handling a disability in the household as a guide on how to access a variety of services. RISE will also use \$500 to host language workshops at four selected agencies in an effort to increase the scope of outreach.

Sincerely,

Hon. Rita Paniagua
Chairperson, Education Committee



September 29, 2021

John Copanas, City Clerk
City Hall Syracuse NY

Dear Mr. Copanas,

The purpose of this letter is to confirm the \$3,000 allocation to RISE (Refugee & Immigrant Self-Empowerment) as part of the City of Syracuse Youth Advisory Council's 2020 -21 projects. This allocation will assist RISE with the youth services language program preparing our young students to have a successful academic year at the SCSD.

Additionally, RISE will hold in escrow \$2000 to be allocated to the Youth Advisory Council project "Families Handling Disabilities in the Household". A much-needed project in our most vulnerable communities.

The allocation of \$2,000 will be distributed as follows:

- \$1, 500 - costs for the printing of the "How to Access Services" manual.
- \$500 – (\$125 per site) to host workshop events at 4 selected agencies, serving this demographic in a language appropriate way.

Sincerely,

Haji Adan

Haji Adan
Executive Director

**ORDINANCE AUTHORIZING A CONTRACT
WITH KIDENEY ARCHITECTS, P.C. RELATIVE
TO PROVIDING SERVICES TO COMPLETE
THE 2021 BUILDING CONDITIONS SURVEYS
AND MISCELLANEOUS SUPPORT REPORTS
FOR THE SYRACUSE CITY SCHOOL DISTRICT**

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 Kideney Architects, P.C., under the following terms:

- (1) Kideney Architects, P.C. shall provide all required services to complete the 2021 Building Conditions Surveys and miscellaneous support reports for the Syracuse City School District;
- (2) This contract shall be effective as of the date of the execution of the contract and continue through January 31, 2022 when all work to be provided pursuant to the agreement authorized herein is anticipated to be completed; and
- (3) The City shall pay to Kideney Architects, P.C., an amount not to exceed \$1,000,000.00 to be paid on a time-and-expense basis for all services to be provided under the agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to School District Budget Account #H.04295.9900200 or another appropriate Budget Account as designated by the Commissioner of Finance and the Syracuse City School District.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 24, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

**RE: Request for Legislation – Syracuse City School District
RFP#22-019**

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council to authorize an agreement with Kideney Architects for Building Condition Surveys and Miscellaneous Support Reports for the Syracuse City School District. The Request For Proposal (RFP) Selection Committee met to review the proposals for selection of RFP#22-019 Building Condition Surveys and Miscellaneous Support Reports for the Syracuse City School District. Four proposals were received and reviewed. The Committee unanimously recommended Kideney Architects because of their experience and ability to complete on time.

The duration of the agreement shall be from the date of execution with all work being completed by January 31, 2022. Expenditures are estimated not to exceed \$1,000,000 and will be charged to budget line H.04295.990020.

A certified resolution approved by the Board of Education (BOE) on September 22, 2021 is attached.

Sincerely,

Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: September 24, 2021
SUBJECT: Agreement with Kideney Architects

On behalf of the Syracuse City School District, I am requesting the City to enter into an agreement with Kideney Architects for Building Condition Surveys and Miscellaneous Support Reports for the Syracuse City School District. The Request For Proposal (RFP) Selection Committee met to review the proposals for selection. Four proposals were received and reviewed. The Committee unanimously recommended Kideney Architects because of their experience.

The duration of the agreement shall be from the date of execution with all work being completed by January 31, 2022. Expenditures are estimated not to exceed \$1,000,000 and will be charged to budget line H.04295.990020.

A certified resolution approved by the Board of Education (BOE) on September 22, 2021 is attached.

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

SEP 29 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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SYRACUSE CITY SCHOOL DISTRICT

Jaime Alicea, Superintendent of Schools

Finance Department

Suzanne Slack, Chief Financial Officer

September 27, 2021

City of Syracuse
ATTN: Mr. Tim Rudd, Budget Director
233 E. Washington Street
Room 213, City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Rudd:

Please request legislation by the Mayor of the City of Syracuse authorizing the approval of the resolution for the Syracuse City School for Award the 2021 Building Condition Survey (BCS).

A certified resolution approved by the Board of Education on September 22, 2021 is attached.

If you have any questions or comments, please do not hesitate to contact the District's Chief Financial Officer, Suzanne Slack, at 435-4826 with regard to this matter.

Sincerely,

Jaime Alicea
Superintendent of Schools

JA/ht
Attachment

cc: Honorable Ben Walsh, Mayor
Frank Caliva, Chief Operations Officer
Honorable Helen Hudson, President, Common Council
Honorable Rita Paniagua, Common Council
John Copanas, City Clerk
Suzanne Slack, CFO, Syracuse City School District



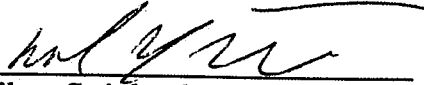
SYRACUSE CITY SCHOOL DISTRICT
BOARD OF EDUCATION
SYRACUSE, NEW YORK

RESOLUTION

2021 Building Condition Survey

- Whereas: the New York State Education Department (NYSED) has mandated Building Condition Surveys every five years; and
- Whereas: the Syracuse City School District was directed by NYSED to complete a Building Condition Survey in 2021; and
- Whereas: the City of Syracuse advertised a Request for Proposal (RFP) for a firm to provide the 2021 Building Condition Survey (BCS) in July 2021; and
- Whereas: on June 10, 2020 the Board of Education, upon the recommendation of the Superintendent of Schools approved a budget transfer to create a Building Condition Survey Project in the Capital Project fund in an amount not to exceed \$1,400,000; and
- Whereas: four firms responded to the Request for Proposal (RFP). The Joint Committee of City and District staff met and unanimously selected Kideney Architects, PC to perform the 2021 Building Condition Survey; now, therefore be it
- Resolved: That the Board of Education, upon the recommendation of the Superintendent of Schools, hereby awards the RFP to Kideney Architects, PC. and approves entering into an agreement on behalf of the City School District with the firm of Kideney Architects, PC., for said services, in the amount of one million dollars (\$1,000,000), to be paid from budget line H.04295.990020; and, be it further
- Resolved: That the Board of Education hereby authorizes the Superintendent of Schools to request legislation from the Mayor and Common Council of the City of Syracuse to award the Building Condition Survey to Kideney Architects, PC.
- Dated: September 22, 2021

I hereby certify that the attached is a true copy of Resolution #0921-081 entitled 2021 Building Condition Survey adopted by the Board of Education of the Syracuse City School District of the City of Syracuse, New York, at a Special Board Meeting on September 22, 2021 on a vote of 5 Yes; 0 No.


Eileen Steinhardt
District Clerk
Board of Education, Syracuse City School District

September 22, 2021
Date of Certification

Ordinance No.

2021

**ORDINANCE AUTHORIZING A PARKING
AGREEMENT WITH LITTLE DAKOTA, LLC
AND SPILCO PROPERTIES, LLC TO SECURE
EIGHT (8) OF THE 24-HOUR PARKING SPACES
AT THE FAYETTE STREET GARAGE ON
BEHALF OF THEIR TO BE TENANTS AND
RESIDENTS OF THE APARTMENT BUILDING
LOCATED AT 315 MONTGOMERY STREET,
SYRACUSE, NEW YORK**

WHEREAS, Little Dakota, LLC and Spilco Properties, LLC are under contract to purchase the apartment building located at 315 Montgomery Street, Syracuse, New York and wish to secure eight (8) of the 24-hour parking spaces located at the Fayette Street Garage for their to be tenants and residents of the apartment building; and

WHEREAS, the Department of Public Works has requested that the Common Council approve a parking agreement with Little Dakota, LLC and Spilco Properties, LLC. that would allow them to secure eight (8) of the 24-hour parking spaces at the Fayette Street Garage on behalf of their to be tenants and residents of the apartment building at 315 Montgomery Street, Syracuse, New York; and

WHEREAS, the parking agreement is contingent upon the successful closing of the sale of the apartment building at 315 Montgomery Street, Syracuse, New York to Little Dakota, LLC and Spilco Properties, LLC ; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he hereby is authorized to enter into a parking agreement with Little Dakota, LLC and Spilco Properties, LLC. on behalf of their to be tenants and residents of the apartment building located at 315 Montgomery Street, Syracuse, New York for eight (8) monthly parking permits for 24-hour parking spaces in the

Fayette Street Parking Garage for a ten (10) year period effective as of the date of execution of the parking agreement; and

BE IT FURTHER ORDAINED, that Little Dakota, LLC and Spilco Properties, LLC shall be required to purchase all eight (8) parking permits each month during the term of the contract at a monthly reserved rate (plus applicable tax) as set by the Common Council. The current monthly reserved rates for these parking permits is \$95.00; and

BE IT FURTHER ORDAINED, that the Department of Public Works shall take all necessary steps to advise the operator of the Fayette Street Garage of the terms and conditions of the agreement so as to effectuate the terms of this Ordinance; 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 PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 24, 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, New York 13202

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the following item to be placed on the next agenda of the Syracuse Common Council:

An ordinance authorizing the Mayor to enter into a parking agreement with Little Dakota LLC and Spilco Properties, LLC to purchase eight (8) twenty-four hour monthly parking permits in the Fayette Street Parking Garage on behalf of their to-be tenants and residents of the apartment building located at 315 Montgomery Street, Syracuse, New York 13202, for a period of ten (10) years. The entities are under contract to purchase the building and this agreement shall be contingent upon the successful closing of the sale. Under the agreement, the City shall make available eight (8) parking permits monthly which entitle the holders to twenty-four hour access in the garage. The Companies shall be required to purchase all eight (8) permits each month during the duration of the contract, at the monthly reserved rate (plus applicable New York State Sales Tax) as set by the Common Council. The current monthly reserved rate for these permits is \$95.00. Proceeds from these transactions will be deposited into budget account 417270 01. In the event the Companies fail to purchase all eight (8) permits in a given month, the City shall have the right to sell any remaining permits to other interested parties at the market rate (plus applicable New York State Sales Tax) and the Companies shall forfeit those spaces for the remainder of the contract.

Please do not hesitate to contact me if you have any questions.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Sincerely,

Jeremy Robinson
Commissioner, Department of Public Works



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 24, 2021
SUBJECT: Parking Agreement with Little Dakota LLC and Spilco Properties, LLC


Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Public Works, I am requesting the City of Syracuse to enter into a parking agreement with Little Dakota LLC and Spilco Properties, LLC to purchase eight (8) twenty-four hour monthly parking permits in the Fayette Street Parking Garage on behalf of their to-be tenants and residents of the apartment building located at 315 Montgomery Street, Syracuse, New York 13202, for a period of ten (10) years. The entities are under contract to purchase the building and this agreement shall be contingent upon the successful closing of the sale. Under the agreement, the City shall make available eight (8) parking permits monthly which entitle the holders to twenty-four hour access in the garage. The Companies shall be required to purchase all eight (8) permits each month during the duration of the contract, at the monthly reserved rate (plus applicable New York State Sales Tax) as set by the Common Council. The current monthly reserved rate for these permits is \$95.00. Proceeds from these transactions will be deposited into budget account 417270.01. In the event the Companies fail to purchase all eight (8) permits in a given month, the City shall have the right to sell any remaining permits to other interested parties at the market rate (plus applicable New York State Sales Tax) and the Companies shall forfeit those spaces for the remainder of the contract.

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

SEP 29 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.syrgov.net

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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 24, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mr. Tim Rudd
City Clerk
City Hall, Room 213
Syracuse, New York 13202

Re: Request for Legislation

Dear Mr. Rudd:

Please prepare legislation for the following item to be placed on the next agenda of the Syracuse Common Council:

An ordinance authorizing the Mayor to enter into a parking agreement with Little Dakota LLC and Spilco Properties, LLC to purchase eight (8) twenty-four hour monthly parking permits in the Fayette Street Parking Garage on behalf of their to-be tenants and residents of the apartment building located at 315 Montgomery Street, Syracuse, New York 13202, for a period of ten (10) years. The entities are under contract to purchase the building and this agreement shall be contingent upon the successful closing of the sale. Under the agreement, the City shall make available eight (8) parking permits monthly which entitle the holders to twenty-four hour access in the garage. The Companies shall be required to purchase all eight (8) permits each month during the duration of the contract, at the monthly reserved rate (plus applicable New York State Sales Tax) as set by the Common Council. The current monthly reserved rate for these permits is \$95.00. Proceeds from these transactions will be deposited into budget account 417270 01. In the event the Companies fail to purchase all eight (8) permits in a given month, the City shall have the right to sell any remaining permits to other interested parties at the market rate (plus applicable New York State Sales Tax) and the Companies shall forfeit those spaces for the remainder of the contract.

Please do not hesitate to contact me if you have any questions.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Sincerely,

Jeremy Robinson
Commissioner, Department of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
COUNTY OF ONONDAGA RELATIVE TO THE
USE BY ONONDAGA COUNTY OF THE CITY
FUEL FACILITY AT THE DEPARTMENT OF
PUBLIC WORKS**

WHEREAS, Onondaga County has requested permission to fuel cars and pick-up trucks owned by the County and/or used by the County of Onondaga officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the County of Onondaga has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; 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 County of Onondaga in relation to the use of the City of Syracuse Public Works Fuel Facility by cars and pick-up trucks owned by the County of Onondaga and/or used by County of Onondaga officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification numbers required by said County vehicles, (2) costs necessary for computer accessibility, including

but not limited to a phone modem, (3) the cost of fuel used in County vehicles purchased under the appropriate City and/or County fuel contracts, plus an administrative fee of \$.06 per gallon, to be paid by the County to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and (5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the County; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that any updates or improvements to the City's Fuel Facility and related systems shall be a shared cost between the City and the County based on percentage of fuel (including compressed natural gas) used by each party, provided the City shall notify and get the approval of the County prior to commencement of such improvements, and further the County shall be solely responsible for the costs of updates or changes in programming which are done for the convenience of the County; 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 fueling of vehicles at the Fuel Facility for City and County vehicles; and

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

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2021, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and County, for two (2) additional one-year terms as determined by the parties, and further that either the City or the County 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 County of Onondaga, 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.

17



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

John P Copanas
City Clerk
Room 231 City Hall
Syracuse, NY 13210

Dear Mr. Copanas:

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

- An ordinance authorizing an agreement between the City of Syracuse and Onondaga County relating to use of the City's Fuel Facility at Department of Public Works by Onondaga County. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

Terms of this agreement are as follows:

1. Onondaga County will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the County and/or used by Onondaga County officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Onondaga County will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Monies to be deposited into revenue account # 423010 01.

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 DPW

10



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 24, 2021
SUBJECT: Agreement between Onondaga County and the City of Syracuse DPW/MEM for Use of the City's Fuel Facility

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director


On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Onondaga County relative to using the City's Fuel Facility at the Department of Public Works. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

- Onondaga County will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the County and/or used by Onondaga County officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
- Onondaga County will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID#, which is necessary whenever a new or lost key is issued.

Monies to be deposited into operating account #423010 01.

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

SEP 29 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

cc: Jeremy Robinson, Commissioner of Public Works



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 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 231
Syracuse, NY 13202

Re: Mayoral Approval for an Agreement between Onondaga County and the City of Syracuse for the Use of the City's Fuel Facility

Dear Mr. Rudd:

Please prepare a letter to the Mayor requesting authorization for an agreement between Onondaga County and the City of Syracuse for the use of the City's fuel facility, for one year with two (2) one year extension options. This agreement will commence on or about October 14, 2021.

Terms of this agreement are as follows:

1. Onondaga County will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Onondaga County and/or used by Onondaga County officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Onondaga County will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Upon the Mayor's approval please submit the accompanying agreement and 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: 9-29-21

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Topic:

23 September 2021
Page 2

Very truly yours,

A handwritten signature in black ink that reads "Jeremy Robinson". The signature is fluid and cursive, with the first name "Jeremy" and the last name "Robinson" clearly distinguishable.

Jeremy Robinson
Commissioner of Public Works

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
SYRACUSE CITY SCHOOL DISTRICT RELATIVE
TO THE USE BY THE SYRACUSE CITY SCHOOL
DISTRICT OF THE CITY FUEL FACILITY AT
THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Syracuse City School District has requested permission to fuel cars and pick-up trucks owned by the Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the Syracuse City School District has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; 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 City School District ("SCSD") in relation to the use of the City of Syracuse Public Works Fuel Facility by cars and pick-up trucks owned by the SCSD and/or used by SCSD officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification

numbers required by said SCSD vehicles, (2) costs necessary for computer accessibility, including but not limited to a phone modem, (3) the cost of fuel used in SCSD vehicles purchased under the appropriate City and/or County fuel contracts, plus an administrative fee of \$.06 per gallon, to be paid by the SCSD to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and (5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the SCSD; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that the number of SCSD vehicles may be increased provided the Commissioner of Public Works shall determine that the City's Fuel Facility is capable of handling such additional SCSD vehicles and the costs shall be paid by the SCSD in accordance with the terms of the agreement; 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 fueling of vehicles at the Fuel Facility for City and SCSD vehicles; and

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

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2021, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and SCSD, for two (2) additional one-year terms as determined by the parties, and further that either the City or the SCSD 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 SCSD, 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

September 23, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Dear Mr. Copanas:

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

- An ordinance authorizing an agreement between the City of Syracuse and the Syracuse City School District relating to use of the City's Fuel Facility at Department of Public Works by Syracuse City School District. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

The terms of the agreement are as follows:

1. Syracuse City School District will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse City School District will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Monies to be deposited into revenue account # 549100 01 51320.

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,


A handwritten signature of Jeremy Robinson in cursive script.

Jeremy Robinson
Commissioner of DPW



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 24, 2021
SUBJECT: Agreement with Syracuse City School District for Use of the City's Fuel Facility

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Syracuse City School District relative to using the City's Fuel Facility at the Department of Public Works. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

The terms of the agreement are as follows.


- Syracuse City School District will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility
- Syracuse City School District will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system, including paying the charged for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Monies to be deposited into revenue account #549100.01.51320.

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.

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


Mayor Ben Walsh
City of Syracuse, New York

SEP 29 2021

Date

Office 315 448-8252
Fax 315 448-8116

cc: Jeremy Robinson, Commissioner of Public Works

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 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 231
Syracuse, NY 13202

Re: Mayoral Approval for an Agreement between Syracuse City School District and the City of Syracuse for the Use of the City's Fuel Facility

Dear Mr. Rudd:

Please prepare a letter to the Mayor requesting authorization for an agreement between Syracuse City School District and the City of Syracuse for the use of the City's fuel facility. Contract agreement will be for one (1) year with two (2) one (1) year extension options. This contract will commence on or about October 14, 2021.

The terms of the agreement are as follows:

1. Syracuse City School District will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the Syracuse City School District and/or used by the Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse City School District will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of the Syracuse City School District vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Upon the Mayor's approval please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

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

Approved: _____

Denied: _____

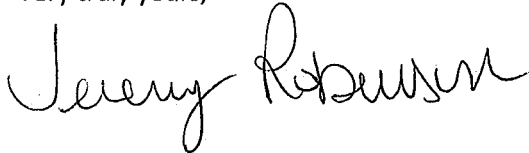
Date: 9-23-21

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Topic:

23 September 2021
Page 2

Very truly yours,

A handwritten signature in black ink, reading "Jeremy Robinson". The signature is written in a cursive, flowing style.

Jeremy Robinson
Commissioner of DPW

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
SYRACUSE HOUSING AUTHORITY RELATIVE
TO USE BY THE SYRACUSE HOUSING
AUTHORITY OF THE CITY FUEL FACILITY AT
THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Syracuse Housing Authority has requested permission to fuel cars and pick-up trucks owned by the Syracuse Housing Authority and/or used by the Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the Syracuse Housing Authority has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; 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 ("SHA") in relation to the use of the City of Syracuse Public Works Fuel Facility by cars and pick-up trucks owned by the SHA and/or used by the officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification numbers

required by said SHA vehicles, (2) costs necessary for computer accessibility, including but not limited to a phone modem, (3) the cost of fuel used in SHA vehicles purchased under the appropriate City and/or County fuel contracts, plus an administrative fee of \$.06 per gallon, to be paid by the SHA to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and (5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the SHA; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that the number of SHA vehicles may be increased provided the Commissioner of Public Works shall determine that the City's Fuel Facility is capable of handling such additional SHA vehicles and the costs shall be paid by the SHA in accordance with the terms of the agreement; 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 fueling of vehicles at the Fuel Facility for City and SHA vehicles; and

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

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2021, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and SHA, for two (2) additional one-year terms as determined by the parties, and further that either the City or the SHA may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Dear Mr. Copanas:

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

- An ordinance authorizing an agreement between the City of Syracuse and the Syracuse Housing Authority relating to use of the City Fuel Facility at Department of Public Works by Syracuse Housing Authority. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

The terms of this agreement are as follows:

1. Syracuse Housing Authority will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Syracuse Housing Authority and/or used by Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse Housing Authority will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Monies to be deposited into revenue account # 417120 01.

Very truly yours,


Jeremy Robinson
Commissioner of DPW

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 24, 2021
SUBJECT: Agreement with Syracuse Housing Authority for Use of the City's Fuel Facility

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Syracuse Housing Authority relative to using the City Fuel Facility at the Department of Public Works. This agreement will commence on or about October 14, 2021. The agreement will be for one year with two (2) one year extension options.

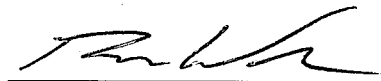
The terms of the agreement are as follows.

- Syracuse Housing Authority will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the Syracuse Housing Authority and/or used by Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the Department of Public Works Fuel Facility
- Syracuse Housing Authority will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system, including paying the charged for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Monies to be deposited into revenue account #417120.01.

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

SEP 29 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

cc: Jeremy Robinson, Commissioner of Public Works



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 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 231
Syracuse, NY 13202

Re: Mayoral Approval for an Agreement between Syracuse Housing Authority and the City of Syracuse for the Use of the City's Fuel Facility

Dear Mr. Rudd:

Please prepare a letter to the Mayor requesting authorization an agreement between Syracuse Housing Authority and the City of Syracuse for the use of the City's fuel facility. Contract agreement would be for one (1) year with two (2) one (1) year extension options. This contract will commence on or about October 14, 2021.

Terms of this agreement are as follows:

1. Syracuse Housing Authority will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Syracuse Housing Authority and/or used by Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse Housing Authority will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

Upon the Mayor's approval please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

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

Approved: _____

Denied: _____

Date: 9-29-21

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Topic:

23 September 2021
Page 2

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeremy Robinson". The signature is fluid and cursive, with the first name "Jeremy" and last name "Robinson" clearly distinguishable.

Jeremy Robinson
Commissioner of DPW

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE NO.
372-2020 AUTHORIZING CONTRACT WITH
JMT, INC. RELATIVE TO PROVIDING SERVICES
FOR THE CITY OF SYRACUSE ON BEHALF OF
THE DEPARTMENT OF PUBLIC WORKS
RELATIVE TO THE OPERATION OF THE
TRAFFIC MANAGEMENT CENTER FORMERLY
KNOWN AS THE TRAFFIC CONTROL CENTER**

BE IT ORDAINED, that Ordinance No. 372-2020 is hereby amended to read as follows:

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

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

(1) JMT, Inc. shall provide services for the City of Syracuse on behalf of the Department of Public Works relative to the operation of the Traffic Management Center (TMC) formerly known as the Traffic Control Center, which houses the City's interconnected signal system. The services to be provided shall include, but not be limited to (a) providing staffing of the Transportation Management Center at DPW during normal hours Monday through Friday (6am to 6pm); (b) monitoring the TMC which houses the City's interconnected signal system; (c) operators will troubleshoot issues with signal equipment as they are relayed to the TMC by the system, as well as congestion and transportation network concerns; and (d) JMT Traffic Engineers will assist the City with corridor studies, signal timing adjustments, and other higher-level planning and design activities;

(2) This contract is for a one-year period effective as of the date of the execution of the contract with the option of three (3) one-year extensions subject to the approval of the Mayor and Common Council; the contract is hereby extended for the first one (1) year period effective December 7, 2021 through December 6, 2022;

(3) The City shall pay to JMT, Inc an amount not to exceed \$407,660.00 to be paid on a time-and-expense basis for all services under this amended agreement. JMT shall invoice the City on a bi-weekly basis for all services.

; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such amended 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 #541500.01.81800 or another appropriate account as designated by the Commissioner of Finance.

_____ = new material



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 24, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Amend Ordinance #372-2020


Dear Mr. Copanas:

On behalf of the Department of Public Works, please prepare legislation to be introduced at the next Common Council meeting amending Ordinance #372-2020 with JMT of New York, Inc. relative to the Operation of the Traffic Management Center, exercising the first of the three (3) one (1) year extensions. This option is for the time period 12/7/2021 – 12/6/2022.

The costs are not to exceed \$407,660 for the one year period and all expenditures will be charged to account 01.81800.541500 or another appropriate account designated by the Commissioner of Finance.

Thank you.

Sincerely,


Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

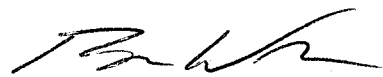
TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: September 24, 2021
SUBJECT: Amend Ordinance – Operation of the Traffic Management Center

On behalf of the Department of Public Works, I am requesting the City of Syracuse amend **Ordinance #372-2020** authorizing the agreement with JMT of New York, Inc. relative to the Operation of the Traffic Management Center, exercising the first of the three (3) one (1) year extensions. This option is for the time period 12/7/2021 – 12/6/2022.

The costs are not to exceed \$407,660 for the one year period and all expenditures will be charged to account 01.81800.541500 or another appropriate account designated by the Commissioner of Finance.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

SEP 29 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

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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 23, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Mayor Approval for Renewal of the Agreement with JMT of New York, Inc. and the City of Syracuse Department of Public Works relative to the Operation of the Traffic Management Center

Dear Mr. Rudd,

Please prepare a letter to the Mayor requesting authorization to renew the agreement between JMT of New York, Inc. and the City of Syracuse Department of Public Works relative to the Operation of the Traffic Management Center, exercising the first of the three (3) one (1) year extensions. This option is for the time period 12/7/2021 – 12/6/2022.

Amend ordinance # 372-2020 to the renewal date of 12/7/2021

The costs are not to exceed \$407,660.00 for the one year period and all expenditures will be charged to account 01.81800.541500 or another appropriate account designated by the Commissioner of Finance.

Upon the Mayor's approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council Agenda.

If you have any questions, please don't hesitate to contact me.

Approved: _____

Denied: _____

Date: 9-23-21

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov

Thank you,

Jeremy Robinson
Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING A THREE-YEAR
LEASE AGREEMENT BETWEEN THE CITY OF
SYRACUSE AND THE SYRACUSE INDUSTRIAL
DEVELOPMENT AGENCY RELATIVE TO THE
PROPERTY LOCATED AT 341 PEAT STREET,
SYRACUSE, NEW YORK**

WHEREAS, the Commissioner of the Department of Assessment has requested that this Common Council authorize a lease agreement with the Syracuse Industrial Development Agency relative to the Department of Public Works' use of the property located at 341 Peat Street for the purpose of storing and processing yard waste and certain forms of solid waste; NOW, THEREFORE,

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

1. Syracuse Industrial Development Agency shall lease the premises at 341 Peat Street to the City of Syracuse Department of Public Works for the purpose of storing and processing yard waste and certain forms of solid waste;
2. The term of the lease shall be for a three (3) year period effective upon the date of execution; and
3. The rent shall be \$1.00 per year; and

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



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

21

24 September 2021

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

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

Re: Request for Legislation to Authorize a Lease Agreement of 341 Peat Street by the City of Syracuse from the Syracuse Industrial Development Agency

Dear Mr. Copanas:

Please prepare appropriate legislation for the next Common Council agenda to authorize the City to enter into a lease agreement with the Syracuse Industrial Development Agency.

The City of Syracuse Department of Public Works has been leasing this space since at least 2006 for the purpose of storing and processing yard waste and certain forms of solid waste.

The current lease between the City of Syracuse and the Syracuse Industrial Development Agency, authorized by Ordinance No. 756-2018, terminates September 30, 2021.

This new lease will be for a term of three (3) years and the annual rental amount will be for one dollar (\$1.00).

**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](mailto:assessment@syr.gov)

Very Truly Yours,


Ann Gallagher
Deputy Commissioner of Assessment



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 27, 2021
SUBJECT: Lease Agreement with Syracuse Industrial Development Agency

Julie Castellitto
Assistant Director

On behalf of the Department of Assessment, I am requesting the City of Syracuse to enter into a lease agreement of 341 Peat Street with the Syracuse Industrial Development Agency.

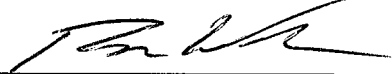
The City of Syracuse Department of Public Works has been leasing this space since at least 2006 for the purpose of storing and processing yard waste and certain forms of solid waste.

The current lease between the City of Syracuse and the Syracuse Industrial Development Agency, authorized by Ordinance No. 756-2018, terminates September 30, 2021.

This new lease will be for a term of three (3) years and the annual rental amount will be for one dollar (\$1.00).

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

SEP 29 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.

Ordinance No.

2021

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE LINING OF TWO (2) SEWER MANHOLES AND THE REPLACEMENT OF THEIR FRAMES AND COVERS THAT ARE BEING INSTALLED ALONG THE 700 BLOCK OF NORTH CLINTON STREET BY 400 WEST DIVISION STREET, LLC, THE OWNER OF THE PIDA MULTI-USE PROJECT (151-199 SOLAR STREET & DIVISION STREET) IN ORDER TO COMPLY WITH ONONDAGA COUNTY'S 1:1 OFFSET REQUIREMENT (LOCAL LAW NO. 1-2011) AT NO COST TO THE CITY

WHEREAS, 400 West Division Street, LLC, the owner of the Pida Multi-Use project at 151-99 Solar Street and Division Street, Syracuse, New York has requested that the City of Syracuse accept, own and maintain the lining of two (2) sewer manholes and the replacement frames and covers which shall be located along the 700 block of North Clinton Street as designated by the City Engineer in order to comply with the Onondaga County's 1:1 offset requirement (Local Law No. 1-2011); and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the Office of the City Engineer are to the benefit of the public and will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by 400 West Division Street, LLC, as part of the Onondaga County's 1:1 offset requirement as shown

on the plans as forwarded to the Department of Engineering prepared for 400 West Division Street, LLC by Keplinger Freeman Associates and titled "Sewer Offset Plan", dated May 28, 2021, subject to the following conditions:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works, the lining and replacement of frames & covers of two sewer manholes along the 700 block of Clinton Street which are the subjects of this action.
2. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
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 400 West Division Street, LLC 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, 400 West Division Street, LLC, 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. That 400 West Division Street, LLC, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page and/or blanket endorsement page confirming that the City of Syracuse is an additional insured, shall be submitted to the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, New York 13202.
10. That 400 West Division Street, LLC, its agents, and assigns, 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. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and 400 West Division Street, LLC.
12. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
13. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by 400 West Division Street, LLC.
14. Follow all weather and seasonal limitations per City/NYSDOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of 400 West Division Street, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, the Commissioner of Public Works, the use, operation and maintenance of the sewer manholes shall revert to the City.
15. The City reserves the right to reject any and all materials or workmanship of the planned work that do not conform with the approved design drawings and specifications at any time during construction.

16. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
17. 400 West Division Street, LLC shall provide full-time consultant engineering inspection during the lining of the sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector and the contractor shall have experience in lining sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction 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.
18. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the lined sewer manholes. The contractor shall then complete all items on the punch list.
19. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and 400 West Division Street, LLC shall warranty the same for two (2) years from the date of acceptance.
20. Failure or refusal of the 400 West Division Street, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Pida Multi-Use Project located at 151-99 Solar Street & Division Street until the work is complete.

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 SHA, 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 ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Re: Legislation Request – Accept the lining of two sewer manholes and the replacement of their frames and covers by 400 West Division Street, LLC, the owner of the Pida Multi-Use project (151-99 Solar Street & Division Street) at no cost to the City. The two sewer manholes to be lined and the frames and covers replaced shall be located along the 700 block of North Clinton Street. This is a result of the Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

Dear Mr. Copanas:

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

An Ordinance authorizing the City of Syracuse to Accept the lining of two sewer manholes and the replacement of their frames and covers by 400 West Division Street, LLC, the owner of the Pida Multi-Use project (151-99 Solar Street & Division Street) at no cost to the City. The two sewer manholes to be lined and the frames and covers replaced shall be located along the 700 block of North Clinton Street. This is a result of the Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

This department has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the City Engineer's office are to the benefit of the public use of the streets. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by 400 West Division Street, LLC, as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for 400 West Division Street, LLC by Keplinger Freeman Associates and titled "Sewer Offset Plan", dated May 28, 2021.

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

www.syr.gov.net

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works, the lining and replacement of frames and covers of two sewer manholes along the 700 block of North Clinton Street which are the subjects of this action.

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
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 400 West Division Street, LLC 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, 400 West Division Street, LLC, 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. That 400 West Division Street, LLC, its successors, assigns, and agents shall obtain and keep in force until for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
10. That 400 West Division Street, LLC, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any

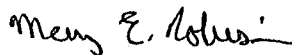
and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the construction of such Work in said streets, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries 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. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and 400 West Division Street, LLC.
12. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
13. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by 400 West Division Street, LLC.
14. Follow all weather and seasonal limitations per City/NYSDOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of 400 West Division Street, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, the Commissioner of Public Works, the use, operation and maintenance of the sewer manholes shall revert to the City.
15. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
16. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
17. 400 West Division Street, LLC shall provide full-time consultant engineering inspection during the lining of the sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector and the contractor shall have experience in lining sewer manholes in the public Right of Way. 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.

18. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the lined sewer manhole. The contractor shall then complete all items on the punch list.
19. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and 400 West Division Street, LLC shall warranty the same for two (2) years from the date of acceptance.
20. Failure or refusal of the 400 West Division Street, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Pida Multi-Use Project located at 151-99 Solar Street & Division Street until the work is complete.

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

Very truly yours,



Mary E. Robison, P.E.
City Engineer

Ordinance No.

2021

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE LINING OF A 15" COMBINED SEWER MAIN AND TWO (2) SEWER MANHOLES WITH REPLACEMENT OF THEIR FRAME AND COVERS THAT ARE BEING INSTALLED ALONG FORMAN AVENUE (300 BLOCK) AND WELLINGTON PLACE (800 BLOCK) BY GILBANE DEVELOPMENT COMPANY THE OWNER OF THE WELLINGTON PLACE APARTMENTS PROJECT AT 800-808 EAST FAYETTE STREET, SYRACUSE, NEW YORK IN ORDER TO COMPLY WITH ONONDAGA COUNTY'S 1:1 OFFSET REQUIREMENT (LOCAL LAW NO. 1-2011) AT NO COST TO THE CITY

WHEREAS, Gilbane Development Company, the owner of the Wellington Place Apartments project at 800-808 East Fayette Street, Syracuse, New York has requested that the City of Syracuse accept, own and maintain the lining of a 15" Combined Sewer Main and two (2) sewer manholes with replacement of their frame and covers that are being installed along Forman Avenue (the 300 Block) and Wellington Place (800 Block) in order to comply with the Onondaga County's 1:1 offset requirement (Local Law No. 1-2011); and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the Office of the City Engineer are to the benefit of the public and will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the Department of Public Works to accept own and maintain the above

described infrastructure improvements constructed in the City Right of Way's by Gilbane Development Company, as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for Gilbane Development Company by CHA and titled "Utility Plan", dated September 07, 2021, subject to the following conditions:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** GILBANE DEVELOPMENT COMPANY shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.

7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That GILBANE DEVELOPMENT COMPANY 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, GILBANE DEVELOPMENT COMPANY, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That GILBANE DEVELOPMENT COMPANY, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
11. That GILBANE DEVELOPMENT COMPANY, their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and GILBANE DEVELOPMENT COMPANY.
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a

licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by GILBANE DEVELOPMENT COMPANY

15. Follow all weather and seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of GILBANE DEVELOPMENT COMPANY. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. GILBANE DEVELOPMENT COMPANY shall provide full-time consultant engineering inspection during the lining of the 15" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 15" combined sewer main and two sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and GILBANE DEVELOPMENT COMPANY shall warranty the same for two (2) years from the date of acceptance.
21. Failure or refusal of the GILBANE DEVELOPMENT COMPANY to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Wellington Place Apartments Project located at 800-08 East Fayette Street until the work is complete.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design and Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping and
Surveying

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Re: Legislation Request – Accept the Lining of a 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) by GILBANE DEVELOPMENT COMPANY, the owner of the Wellington Place Apartments Project (800-08 East Fayette Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

Dear Mr. Copanas:

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

An Ordinance authorizing the City of Syracuse to Accept the Lining of an 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) by GILBANE DEVELOPMENT COMPANY, the owner of the Wellington Place Apartments Project (800-08 East Fayette Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

This department has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the City Engineers office are to the benefit of the public use of the streets. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by GILBANE DEVELOPMENT COMPANY as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for GILBANE DEVELOPMENT COMPANY by CHA and titled "Utility Plan", dated September 07, 2021.

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Forman Avenue (300 Block) and Wellington Place (800 Block) which are the subjects of this action.

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

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** GILBANE DEVELOPMENT COMPANY shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That GILBANE DEVELOPMENT COMPANY 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, GILBANE DEVELOPMENT COMPANY, or its successors and assigns, shall

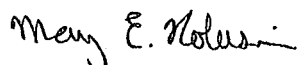
be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.

10. That GILBANE DEVELOPMENT COMPANY, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
11. That GILBANE DEVELOPMENT COMPANY, their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and GILBANE DEVELOPMENT COMPANY
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by GILBANE DEVELOPMENT COMPANY
15. Follow all weather and seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of GILBANE DEVELOPMENT COMPANY. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 15" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.

16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. GILBANE DEVELOPMENT COMPANY shall provide full-time consultant engineering inspection during the lining of the 15" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 15" combined sewer main and two sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and GILBANE DEVELOPMENT COMPANY shall warranty the same for two (2) years from the date of acceptance.
21. Failure or refusal of the GILBANE DEVELOPMENT COMPANY to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Wellington Place Apartments Project located at 800-08 East Fayette Street until the work is complete.

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

Sincerely,



Mary E. Robison, P.E.
City Engineer

Ordinance No.

2021

**ORDINANCE GRANTING A REVOCABLE
PERMISSION TO ADHV REDEV, LLC, THE
OWNER OF THE MOYER CARRIAGE LOFTS
PROJECT AT 1710 NORTH SALINA STREET,
SYRACUSE, NEW YORK TO CONSTRUCT, OWN,
OPERATE AND MAINTAIN SEVEN (7) PARKING
SPACES (INCLUDING BUT NOT LIMITED TO
GRANITE CURBING, ASPHALT PAVEMENT,
CONCRETE SIDEWALK AND SIGNS)
ALONG THE PARK STREET RIGHT-OF-WAY
(1900 BLOCK)**

WHEREAS, ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project at 1710 North Salina Street, Syracuse, New York, has requested a revocable permission to construct, own, operate and maintain seven (7) parking spaces, including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs, along the Park Street Right of Way (1900 Block), at no cost to the City; and

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

BE IT ORDAINED, upon the recommendation of the Department of Engineering that this Common Council grants a revocable permission to ADHV REDEV, LLC., to construct, to own, to operate and maintain the above described parking spaces in and across the aforementioned Right-of-Way at no cost to the City, as shown on the drawings and specifications as forwarded to the Department of Engineering prepared by Carmina Wood Morris, DPC entitled "*The Moyer Carriage Lofts*" dated December 16, 2020, subject to the following conditions as permitted by law:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works, the seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** ADHV REDEV, LLC. shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That ADHV REDEV, LLC., their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such work in said streets or arising in any way out of the operations for this consent, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained, including damages incurred as a result of damage to the Facilities caused by the City.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist.

Restoration of pavement and sidewalks must be completed in accordance with all City of Syracuse standards.

8. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
9. Subject to the City Engineer, review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That ADHV REDEV, LLC., 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, ADHV REDEV, LLC., or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That ADHV REDEV, LLC., its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said work; and ADHV REDEV, LLC., shall agree to assume any excess of the normal cost of installation of such work occasioned by the existence of said lines and appurtenances in said streets.
13. That ADHV REDEV, LLC., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. ADHV REDEV, LLC shall provide the City with a Certificate of said insurance, along with a copy of the declaration page or blanket endorsement from the insurance policy which confirms the City's status as an additional insured, shall be submitted to the Department of Engineering, 233 E. Washington Street, Room 401 City Hall, 233 East Washington Street, Syracuse, New York 13202.
14. That ADHV REDEV, LLC., its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of ADHV REDEV, LLC., which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.

15. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of ninety (90) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant, its successors or assigns, shall remove said work in connection therewith and restore the street, sidewalk and all other facilities wholly at the cost and expense of said applicant, its successors or assigns. The City shall provide written notice to the Owner if the Common Council is going to consider a future ordinance revoking this permission.

Such notice will be sent to:

ADHV REDEV, LLC.

115 East Jefferson Street

Suite 300

Syracuse, New York 13202

16. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the roadway restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ADHV REDEV, LLC.
18. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
19. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by ADHV REDEV, LLC.
20. Follow all weather/seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of sanitary sewer structures will be

subject to all laws, rules, ordinances and procedures which apply to throughout the City.

21. The City reserves the right to reject any and all materials, workmanship of the planned at any time during construction.
22. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
23. Failure or refusal of the ADHV REDEV, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Moyer Carriage Lofts Project located at 1710 North Salina Street until the work is complete.
24. ADHV REDEV, LLC shall be responsible for all maintenance of all of the improvements installed as part of the parking area, including but not limited to snow removal operations. (Snow shall not be pushed from the parking area into the R.O.W.)
25. ADHV REDEV, LLC shall construct flush curb along the alignment of the existing curb line so the parking pull off pavement area is separated from the City street pavement. Positive gutter line stormwater flow along the main pavement curb line shall be maintained.

Ordinance No.

2021

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE LINING OF A 15" AND A 12" COMBINED SEWER MAIN AND TWO (2) SEWER MANHOLES AND THE REPLACEMENT OF THEIR FRAME AND COVERS THAT ARE BEING INSTALLED ALONG WOLF STREET (200 BLOCK) BY ADHV REDEV, LLC., THE OWNER OF THE MOYER CARRIAGE LOFTS PROJECT AT 1710 NORTH SALINA STREET, SYRACUSE, NEW YORK IN ORDER TO COMPLY WITH ONONDAGA COUNTY'S 1:1 OFFSET REQUIREMENT (LOCAL LAW NO. 1-2011) AT NO COST TO THE CITY

WHEREAS, ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts project at 1710 North Salina Street, Syracuse, New York has requested that the City of Syracuse accept, own and maintain the lining of a 15" and a 12" Combined Sewer Main and two (t2) sewer manholes with replacement of their frame and covers that are being installed along Wolf Street (200 Block) at no cost to the City, in order to comply with the Onondaga County's 1:1 offset requirement (Local Law No. 1-2011); and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the Office of the City Engineer are to the benefit of the public and will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the permitting the Department of Public Works to accept, own and maintain the above described infrastructure improvements constructed in the City Right of Way by ADHV

REDEV, LLC, as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for ADHV REDEV, LLC by Carmina Wood Morris, DPC and titled "Sewer Main & Manhole Rehabilitation For Sanitary Offset", dated August 11, 2021, subject to the following conditions:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of a 15" and 12" Combined Sewer Main and the two (2) sewer manholes with replacement of their frame and covers along Wolf Street (200 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** ADHV REDEV, LLC shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including

shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.

8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That ADHV REDEV, LLC 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, ADHV REDEV, LLC., or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That ADHV REDEV, LLC., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page or blanket endorsement from the policy confirming that the City of Syracuse is an additional insured shall be submitted to the Department of Engineering, 233 E. Washington Street, Room 401 City Hall, Syracuse, New York 13202.
11. That ADHV REDEV, LLC., their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ADHV REDEV, LLC.
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by ADHV REDEV, LLC.

15. Follow all weather and seasonal limitations per City/NYSDOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 15" and 12" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. ADHV REDEV, LLC shall provide full-time consultant engineering inspection during the lining of the 15" & 12" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 15" and 12" combined sewer mains and sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and ADHV REDEV, LLC shall warranty the same for two (2) years from the date of acceptance.
21. Failure or refusal of the ADHV REDEV, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Moyer Carriage Lofts Project (1710 North Salina Street) until the work is complete.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 2021

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Mary E. Robison, PE
City Engineer

John Kivlehan
Design and Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping and
Surveying

Re: Legislation Request – Accept the Lining of an 15" and 12" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Wolf Street (200 Block) by ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along Wolf Street (200 Block) is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

Dear Mr. Copanas:

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

An Ordinance authorizing the City of Syracuse to Accept the Lining of an 15" and 12" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Wolf Street (200 Block) by ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along Wolf Street (200 Block) is a result of Onondaga County's 1:1 offset requirement (Local Law No.1, 2011).

This department has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the City Engineers office are to the benefit of the public use of the streets. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by ADHV REDEV, LLC as part of the Onondaga County's 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for ADHV REDEV, LLC by Carmina Wood Morris, DPC and titled "Sewer Main & Manhole Rehabilitation For Sanitary Offset", dated August 11, 2021.

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

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 15" and 12" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along Wolf Street (200 Block) 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

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York. The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work. ADHV REDEV, LLC shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.

3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

9. That ADHV REDEV, LLC 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, ADHV REDEV, LLC., or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That ADHV REDEV, LLC., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
11. That ADHV REDEV, LLC., their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ADHV REDEV, LLC.
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by ADHV REDEV, LLC.
15. Follow all weather and seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators,

private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 15" and 12" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers shall revert to the City.

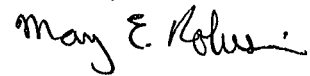
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. ADHV REDEV, LLC shall provide full-time consultant engineering inspection during the lining of the 15" & 12" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 15" and 12" combined sewer mains and sewer manholes in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and ADHV REDEV, LLC shall warranty the same for two (2) years from the date of acceptance.
21. Failure or refusal of the ADHV REDEV, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Moyer Carriage Lofts Project (1710 North Salina Street) until the work is complete.

**Legislation Request – Moyer Carriage Lofts Project
(1710 North Salina Street)**

24 September 2021
Page 5

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E. Robison". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mary E. Robison, P.E.
City Engineer

**ORDINANCE AMENDING ORDINANCE
NO. 492-2020 AUTHORIZING CONTRACT
WITH C&S ENGINEERS, INC. RELATIVE TO
PROVIDING SERVICES FOR THE
PRELIMINARY DESIGN PHASE FOR THE
E. COLVIN STREET PAVING PROJECT
(S. SALINA STREET TO JAMESVILLE
AVENUE), PIN 3756.82**

BE IT ORDAINED, that Ordinance No. 492-2020 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of C&S Engineers, Inc., under the following terms:

(1) C&S Engineers, Inc. shall provide all required services for the preliminary design phase and the final design phase for the E. Colvin Street Paving Project (S. Salina Street to Jamesville Avenue), PIN 3756.82;

(2) The City shall pay to C&S Engineers, Inc. a total amount not to exceed \$464,000.00* (\$239,000.00 for all services relative to the preliminary design phase and \$225,000.00 for all services relative to the final design phases) to be paid on a time-and-expense basis for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such amended 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 Capital Account #07.599807.701077100.80405 or another appropriate account as designated by the Commissioner of Finance, with subsequent reimbursement of 80% of the cost from Federal funds, 15% State Marchiselli funds and the remaining 5% to be funded with existing local capital account funds previously authorized by Ordinance No. 683-2019.

_____ = new material

* previously read \$239,000



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

25

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

24 September 2021

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

Re: Request to Amend Ordinance No. 492-2020 Authorizing an Agreement with C&S Engineers. Amend to add the Final Design Services for the E. Colvin Street Paving Project (S. Salina Street to Jamesville Avenue) PIN 3756.82

Dear Mr. Copanas:

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

An Ordinance amending Ordinance No. 492-2020 authorizing an Agreement with C&S Engineers for an amount not to exceed \$239,000.00 to be paid on a time and expense basis for all services required to produce preliminary design plans for the E. Colvin Street Paving Project (S. Salina Street to Jamesville Avenue) PIN 3756.82. Amend agreement to add the Final Design services in an amount not to exceed \$225,000.00. The total design cost is not expected to exceed \$464,000.00, and the total project cost is not expected to exceed \$3,560,000.00.

This project is being funded 80% with federal funds, 15% State Marchiselli funds and 5% with existing local capital account funds previously authorized. Costs will be charged to Capital Account No. 07.599807.07.701077100.80405. The Mayor has approved the final design not-to-exceed fee, as indicated on the attached memorandum.

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

Very Truly Yours,

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

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DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

TO: Ben Walsh, Mayor

ATTN: Tim Rudd, Budget Director, Office of Management & Budget

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

DATE: September 24, 2021

RE: **Memorandum of Approval**
C&S Engineers Final Design Services fee for the E. Colvin Street Paving
Project (S. Salina Street to Jamesville Avenue) PIN 3756.82

In October, 2020 you approved the maximum not-to-exceed fee of \$239,000.00 provided by C&S Engineers for the preliminary design of the **E. Colvin Street Paving Project (S. Salina Street to Jamesville Avenue) PIN 3756.82**. We have now completed the negotiations with C&S Engineers for the project final design scope of services and fee.

We have negotiated an estimated not-to-exceed fee of \$225,000.00 for C&S Engineers to complete the final design of this project as detailed in their scope of services. We will negotiate a fee for construction administration and inspection services with C&S Engineers once the final design is approved. This will require amending this agreement at a later date.

Please advise if you approve C&S Engineers' proposed total maximum fee not to exceed \$225,000.00 for the Final Design of the E. Colvin Street Paving Project (S. Salina to Jamesville Avenue) PIN 3756.82 and a total not to exceed fee of \$464,000.00 for preliminary and final design services. Upon your approval of the fee, we will present this to the Common Council for its approval.

YES X NO _____

Comments: _____

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

Signature:  Date: SEP 29 2021

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Please return document to Russell Houck, Department of Engineering

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Ordinance No.

2021

ORDINANCE AMENDING ORDINANCE NO. 455-2019 AS LAST AMENDED BY ORDINANCE NO. 252-2021 AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO FUNDING FOR THE SCOPING, PRELIMINARY, RIGHT-OF-WAY AND DETAILED DESIGN PHASES OF THE CREEKWALK IMPROVEMENTS, TAP 2108 PROJECT, PIN 3950.74 AMEND TO REMOVE THE \$10,000 FOR RIGHT OF WAY COSTS AND REDUCE THE COST NOT TO EXCEED TO \$303,000

BE IT ORDAINED, that Ordinance No. 455-2019 as last amended by Ordinance No. 252-2021 is hereby amended as follows:

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an amended agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the scoping, preliminary, right-of-way and detailed design phases of the Creekwalk Improvements, TAP 2108 Project, PIN 3950.74 (hereinafter referred to as the "Project") at a cost not to exceed \$303,000.00* to be initially funded with bond proceeds with repayment expected to be funded 80% from Federal funds (Transportation Improvement Program); NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an amended agreement with the New York State Department of Transportation relative to funding for the scoping, preliminary, right-of-way and detailed design phases of the Project at a cost not to exceed \$303,000.00* with the Project having an estimated total cost not to exceed \$1,535,000.00 to be funded through future agreements with New York State; 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 Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping, preliminary, right-of-way and detailed design phases for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately.

_____ =new material

*previously read \$350,000



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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 Amending Original Ordinance No. 455-2019 as last Amended by Ordinance No. 252-2021 Authorizing the Mayor to enter into an Agreement with the New York State Department of Transportation for the Scoping, Preliminary, Right of Way and Detailed Design Phases of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74. Amend to change the amount of the Agreement from \$350,000.00 to \$303,000.00.

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No. 455-2019 as last Amended by Ordinance No. 252-2021 Authorizing the Mayor to enter into an Agreement with the New York State Department of Transportation (NYSDOT) for the Scoping, Preliminary, Right of Way and Detailed Design Phases of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74. Amend to change the amount of the Agreement from \$350,000.00 to \$303,000.00. The previous amount of \$10,000.00 referenced for Right of Way was an estimated cost; the actual cost is now \$47,000.00 and a separate legislative request to enter into an Agreement with the New York State Department of Transportation is being submitted for the right of way acquisition phase of the project. The total not to exceed cost for the Scoping, Preliminary, Right of Way and Detailed Design Phases of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74 remains at \$350,000.00; therefore the associated Bond Ordinance No. 251-2021 and Project Authorization Ordinance No. 253-2021 remain unchanged. The total project cost is estimated to be \$1,535,000.00.

The City is expected to incur all initial costs for this project with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (TIP). For the Right of Way Acquisition phase, NYSDOT procures the right of way for us, and we pay our 20% local share to them directly. The Account number designated by the Commissioner of Finance is 07.599807.701232002.80405.

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

Very Truly Yours,

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

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15

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT
OF TRANSPORTATION RELATIVE TO FUNDING
FOR THE RIGHT-OF-WAY PHASE OF THE
CREEKWALK IMPROVEMENTS, TAP 2108
PROJECT, PIN 3950.74 AT A COST NOT TO
EXCEED \$47,000**

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the right-of-way phase of the Creekwalk Improvements, TAP 2108 Project, PIN 3950.74 (hereinafter referred to as the "Project") at a cost not to exceed \$47,000.00 to be initially funded with bond proceeds with repayment expected to be funded 80% from Federal funds (Transportation Improvement Program); NOW, THEREFORE,

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 State Department of Transportation relative to funding for the right-of-way phase of the Project at a cost not to exceed \$47,000.00 with the Project having an estimated total cost not to exceed \$1,535,000.00 to be funded through future agreements with New York State; 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 Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the right-of-way phase for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that for the Right-of-Way Acquisition phase the City pays the 20% local share directly to the New York State Department of Transportation since the New York State Department of Transportation is acquiring the right of way for the City and the remaining 80% Federal Aid pays for the balance of the costs for this phase. All costs associated with this agreement shall be charged to Account # 07.599807.701232002.80405 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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 State Department of Transportation for the Right of Way Phase of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74 for an amount not to exceed \$47,000.00.

Dear Mr. Copanas:

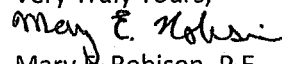
Please prepare the following legislation for the next meeting of the Syracuse Common Council:

An Ordinance Authorizing the Mayor to enter into an Agreement with the New York State Department of Transportation (NYSDOT) for the Right of Way Phase of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74 for an amount not to exceed \$47,000.00. An Ordinance will be required later for the City to accept the deed of real property acquired by the State of New York for the Creekwalk Improvements, Bridge and Walk Maintenance, TAP 2018 Project. The City previously advanced Bond Ordinance No. 251-2021, Agreement Ordinance No. 252-2021 and Authorization Ordinance No. 253-2021 for the Scoping, Preliminary, Right of Way and Detailed Design Phases of the project for an amount not to exceed \$350,000.00. A separate ordinance is required for the Right of Way Agreement since NYSDOT is acquiring the property for the City, and the City is amending Ordinance No. 252-2021 to reflect this change. The total not to exceed costs of all of these phases remains at \$350,000.00; so Ordinances No. 251-2021 & No. 253-2021 do not need to be amended.

The total project cost is estimated to be \$1,535,000.00.

For the Right of Way Acquisition phase, the City pays our 20% local share directly to NYSDOT since the NYSDOT is acquiring the right of way for the City and the remaining 80% federal aid pays for the balance of the costs for this phase. The Account number designated by the Commissioner of Finance is 07.599807.701232002.80405.

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

Very Truly Yours,

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


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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: September 27, 2021
SUBJECT: Agreement with New York State Department of Transportation (NYSDOT)

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

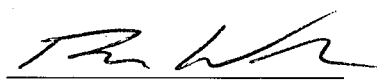
On behalf of the Department of Engineering, I am requesting that the City of Syracuse authorize permission to enter into an Agreement with New York State Department of Transportation (NYSDOT) for the Right of Way Phase of the Creekwalk Improvements, TAP 2018 Project, PIN 3950.74 for an amount not to exceed \$47,000. An Ordinance will be required later for the City to accept the deed of real property acquired by the State of New York for the Creekwalk Improvements, Bridge and Walk Maintenance, TAP 2018 Project. The City previously advanced Bond Ordinance no. 251-202, Agreement Ordinance No. 252-2021 and Authorization Ordinance No. 253-2021 for the Scoping, Preliminary, Right of Way and Detailed Design Phases of the project for an amount not to exceed \$350,000. A separate ordinance is required for the Right of Way Agreement since NYSDOT is acquiring the property for the City, and the City is amending Ordinance No. 252-2021 to reflect this change. The total not to exceed costs of all of these phases remain at \$350,000; so Ordinances No. 251-2021 & No. 253-2021 do not need to be amended.

The total project cost is estimated to be \$1,535,000.

For the Right of Way Acquisition phase, the City pays our 20% local share directly to NYSDOT since the NYSDOT is acquiring the right of way for the City and the remaining 80% federal aid pays for the balance of the costs for this phase. The Account number designated by the Commissioner of Finance is 07.599807.701232002.80405.

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

SEP 29 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

cc: File

28

Ordinance No.

2021

**BOND ORDINANCE FURTHER AMENDING
ORDINANCE NO. 786-2017 OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF SIX
HUNDRED SIXTY-SIX THOUSAND DOLLARS
(\$666,000.00) TO DEFRAY THE COST AND
EXPENSE OF THE SCOPING, PRELIMINARY
DESIGN AND DETAILED DESIGN PHASES OF
THE DOWNTOWN MILL AND PAVE PROJECT,
PIN NO. 3756.25 AS PREVIOUSLY AMENDED BY
ORDINANCE NO. 522-2020, ORDINANCE NO.
209-2021, AND AS LAST AMENDED BY
ORDINANCE NO. 465-2021 TO ADD AN
ADDITIONAL \$50,000 TO THE CONSTRUCTION
COSTS FOR THE CONSTRUCTION PHASE, TO
COVER THE COST OF THE WORK FOR THE
INSTALLATION OF WIRELESS VEHICULAR
AND PEDESTRIAN DETECTION SYSTEMS AT
NEW YORK STATE DEPARTMENT OF
TRANSPORTATION (NYSDOT) OWNED
TRAFFIC LIGHTS (ADAMS STREET & SOUTH
WARREN STREET AND ADAMS STREET &
MONTGOMERY STREET) THAT WAS
REQUESTED TO BE INCLUDED IN THE
PROJECT BY THE NYSDOT FOR A NEW
TOTAL COST NOT TO EXCEED OF \$5,034.000**

BE IT ORDAINED, that Ordinance No. 786-2017 as previously amended by Ordinance No. 522-2020, and Ordinance No. 209-2021 and last amended by Ordinance No. 465-2021 is hereby amended to read as follows:

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 Scoping, Preliminary Design, Detailed Design, Construction and Construction Inspection Phases of the Downtown Mill and Pave Project at an estimated maximum cost not to exceed Five Million Thirty-Four Thousand Dollars (\$5,034,000.00)*, 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. Five Million Thirty-Four Thousand Dollars (\$5,034,000.00)* 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 Five Million Thirty-Four Thousand Dollars (\$5,034,000.00)*, thereby providing such sum for the initial cost of such specific object or purpose, with additional bonds to be issued in the future to finance the balance of the Project.

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

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

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law.

The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance.

The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

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

Section 11. This ordinance shall take effect immediately.

_____ = new material

* previously read \$4,974,000.00



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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

Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 786-2017 as last amended by Ordinance No. 465-2021 Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping, Preliminary Design, Detailed Design, Construction and Inspection Phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25. Amend to add additional Construction Phase funds of \$50,000.00.

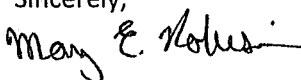
Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No.786-2017 as last amended by Ordinance No. 465-2021 Authorizing the sale of bonds in the amount of \$4,984,000.00 for the Scoping, Preliminary Design, Detailed Design, Construction and Inspection Phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25. Amend to add additional Construction Phase funds in the amount of \$50,000.00 for an amended total project cost not to exceed \$5,034,000.00. Additional construction costs are needed for the installation of wireless vehicular and pedestrian detection systems at New York State Department of Transportation (NYSDOT) owned traffic lights (Adams Street & South Warren Street and Adams Street & Montgomery Street). This work was requested by NYSDOT to be included in this project since we are milling and paving in this area.

The City is expected to incur all initial costs for this project; with subsequent 100% reimbursement through the Transportation Improvement Program (Federal 80%, State 20%). Account number designated by the Commissioner of Finance is 07.599807.701071000.80405.

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

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	09/22/21	Department:	Engineering
Project Name:	Downtown Mill & Pave, PIN 3756.25		
Project Cost:	\$5,034,000.00		
Contact Name:	Mary E. Robison		
Project Description:	Downtown Mill & Pave Project - Montgomery St. (E. Adams St. to Erie Blvd.), E. Jefferson St. (S. Clinton to Montgomery St.), S. Warren (S. Salina St. to Erie Blvd.) and S. Clinton St. (E. Jefferson St. to W. Genesee St.)		

Projected Time Line & Funding Source(s)

Estimated Start Date: Spring 2021 Estimated Completion Date: Fall 2021

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	
State Aid/Grant (Reimbursement)	\$ 1,006,800.00
Federal Aid/Grant (identify) TIP Funding Reimbursement	\$ 4,027,200.00
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	5,034,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2018	\$300,000.00
2	2019	\$366,000.00
3	2020	\$4,144,000.00
4	2021	\$174,000.00
5	2021	\$50,000.00
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 5,034,000.00
The City is expected to incur all initial costs for this project; with subsequent 100% reimbursement through the Transportation Improvement Program (Federal 80%, State 20%).		

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes ☒ No ☐ Reason("No") included in 20/21 CIP

Director of Administration: 

Date: 29 Sept 2021

Director of Management & Budget: 

Date: 2-22-21

Commissioner of Finance: 

Date: 9/29/21

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 787-2017 AS LAST AMENDED BY
ORDINANCE NO. 466-2021 AUTHORIZING AN
AGREEMENT WITH THE NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
RELATIVE TO FUNDING FOR THE SCOPING
AND PRELIMINARY DESIGN PHASES OF THE
DOWNTOWN MILL AND PAVE PROJECT, PIN
3756.25**

BE IT ORDAINED, that Ordinance No. 787-2017 as last amended by Ordinance No. 466-2021 is hereby amended to read as follows:

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the Scoping, Preliminary Design, Detailed Design, Construction and Construction Inspection Phases of the Downtown Mill and Pave Project, PIN 3756.25 (hereinafter referred to as the "Project") at a cost not to exceed \$5,034,000.00*, this includes the additional \$50,000 for the construction phase, to cover the cost of work for the installation of wireless vehicular and pedestrian detection systems at NYSDOT owned traffic lights (Adams Street & South Warren Street and Adams Street & Montgomery Street) that was requested by the New York State Department of Transportation to be included in the Project as the City was already milling and paving in this area, the Project is to be initially funded with bond proceeds with repayment to be funded from 80% Federal funds and 20% State funds; NOW, THEREFORE,

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 State Department of Transportation relative to funding for the Project at a cost not to exceed \$5,034,000.00* with the Project having an estimated total cost not to exceed of \$5,034,000.00* to be funded through future

agreements with New York State for 80% reimbursement from the Federal Government through the Transportation Improvement Program (TIP) and 20% reimbursement from the State; 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 Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping, preliminary design, detailed design, construction and construction inspection phase, and the additional work for the construction phase for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately.

_____ = new material

* previously read \$4,984,000.00

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DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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

Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 787-2017 as last amended by Ordinance No. 466-2021 Authorizing an Agreement with the New York State Department of Transportation for the Scoping, Preliminary Design, Detailed Design, Construction and Inspection Phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25. Amend to add additional Construction Phase funds of \$50,000.00.

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No. 787-2017 as last amended by Ordinance No. 466-2021 Authorizing the Mayor to enter into an agreement with the New York State Department of Transportation for the scoping, preliminary design, detailed design, construction and inspection phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25 for an amount not to exceed \$4,984,000.00. Amend to add additional Construction Phase funds in the amount of \$50,000.00 for an amended total project cost not to exceed \$5,034,000.00. Additional construction costs are needed for the installation of wireless vehicular and pedestrian detection systems at New York State Department of Transportation (NYSDOT) owned traffic lights (Adams Street & South Warren Street and Adams Street & Montgomery Street). This work was requested by NYSDOT in be included in this project since we are milling and paving in this area.

The City is expected to incur all initial costs for this project; with subsequent 100% reimbursement through the Transportation Improvement Program (Federal 80%, State 20%). Account number designated by the Commissioner of Finance is 07.599807.701071000.80405.

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

Very truly yours,
Mary E. Robison
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

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Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 788-2017 AS LAST AMENDED BY
ORDINANCE NO. 467-2021 AUTHORIZING THE
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE SCOPING
AND PRELIMINARY DESIGN PHASES OF THE
DOWNTOWN MILL AND PAVE PROJECT, PIN
NO. 3756.25**

BE IT ORDAINED, that Ordinance No. 788-2017 as last amended by Ordinance No. 467-2021 is hereby amended to read as follows:

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the Scoping, Preliminary Design, Detailed Design, Construction and Construction Inspection Phases of the Downtown Mill and Pave Project, PIN No. 3756.25 at a total cost not to exceed \$5,034,000.00* and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$5,034,000.00* authorized contemporaneously herewith by ordinance of this Common Council.

_____ = new material

* previously read \$4,984,000.00



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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

Re: Request for Legislation: An Ordinance Amending Original Ordinance No.788-2017 as last Amended by Ordinance No. 467-2021 Authorizing Scoping, Preliminary Design, Detailed Design, Construction and Inspection Phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25. Amend to add additional Construction Phase funds of \$50,000.00.

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No.788-2017 as last amended by Ordinance No. 467-2021 Authorizing the Department of Engineering to proceed with the Scoping, Preliminary Design, Detailed Design, Construction and Inspection Phases and additional funds needed due to construction bids received for the Downtown Mill and Pave Project, PIN 3756.25 for an amount not to exceed \$4,984,000.00. Amend to add additional Construction Phase funds in the amount of \$50,000.00 for an amended total project cost not to exceed \$5,034,000.00. Additional construction costs are needed for the installation of wireless vehicular and pedestrian detection systems at New York State Department of Transportation (NYSDOT) owned traffic lights (Adams Street & South Warren Street and Adams Street & Montgomery Street). This work was requested by NYSDOT to be included in this project since we are milling and paving in this area.

The City is expected to incur all initial costs for this project; with subsequent 100% reimbursement through the Transportation Improvement Program (Federal 80%, State 20%). Account number designated by the Commissioner of Finance is 07.599807.701071000.80405.

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

Sincerely,
Mary E. Robison
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

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Ordinance No.

2021

**ORDINANCE AUTHORIZING THE CITY TO
ADOPT A TYPE II DETERMINATION
PURSUANT TO THE NEW YORK STATE
ENVIRONMENTAL QUALITY REVIEW ACT
FOR THE CITY OF SYRACUSE
MEADOWBROOK SEWER AREA INFLOW AND
INFILTRATION STUDY, EPG GRANT NO.
105507**

WHEREAS, the City of Syracuse has been awarded an Engineering Planning Grant Award from the Environmental Facilities Corporation for the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, EPG Grant No. 105507 (the "Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617.5, as amended (the "Regulations"), the City of Syracuse (the "City") desires to comply with the SEQR Act and the Regulations with respect to the Project; and

WHEREAS, pursuant to the Regulations, the City has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.5 of the Regulations; NOW, THEREFORE,

BE IT ORDAINED, that, subject to the approval of the Mayor, this Common Council authorizes the following findings and determinations:

1. The Project constitutes a "Type II Action" (as the quoted term is defined in the Regulations), in accordance with 6 NYCRR Section 617.5(c)(24) and (27) as it consists of Section 617.5 (c)(24) information collection including basic data collection and research, water

quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; and Section 617.5 (c)(27) conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; and is therefore not subject to review under 6 NYCRR Part 617; and

2. Therefore, the City hereby determines that the Project will not have a significant adverse environmental impact, and the City will not require the preparation of an environmental impact statement with respect to the Project; and

BE IT FURTHER ORDAINED, that as a consequence of such determination and in compliance with the requirements of the SEQRA Act and the Regulations, the City directs the City Engineer to prepare any necessary Type II SEQRA documents; and

BE IT FURTHER ORDAINED, that the SEQRA documents for the Project be filed in accordance with the Regulations; and

BE IT FURTHER ORDAINED, that the City Engineer and the Commissioner of the Department of Public Works are authorized to take whatever steps are necessary to carry out this Ordinance; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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 Determining that the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507 is a Type II Action under SEQR.

Dear Mr. Copanas:

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

An Ordinance determining that the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507 is Type II Action under SEQR. Whereas, 6 NYCRR Section 617.5 (Title 6 of the New York Code of Rules and Regulations) under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law.

NOW, THEREFORE, BE IT:

ORDAINED that the City of Syracuse hereby determines that the proposed City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507 is a Type II action in accordance with 6 NYCRR Section 617.5(c)(24) and (27) which constitutes that (24) information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; and (27) conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; and is therefore not subject to review under 6 NYCRR Part 617.

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

Very Truly Yours,
Mary E. Robison
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

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Ordinance No.

2021

**ORDINANCE AUTHORIZING MAYOR TO
ACCEPT AN ENGINEERING PLANT GRANT
AWARD FROM THE ENVIRONMENTAL
FACILITIES CORPORATION FOR THE CITY
OF SYRACUSE MEADOWBROOK SEWER
AREA INFLOW AND INFILTRATION STUDY,
EPG GRANT NO. 105507 AND EXECUTE A
CONTRACT OR WRITTEN INSTRUMENTS
ASSOCIATED WITH THE GRANT AS
NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to accept an Engineering Plant Grant Award from the Environmental Facilities Corporation for the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, EPG Grant No. 105507 in an amount not to exceed \$50,000.00; a local match of at least 20% City matching fund is required and will be met with in-kind services provided by City staff from the Department of Engineering and the Department of Public Works, the estimated value of the in-kind services is not to exceed \$10,000.00, should the Mayor need to exceed this estimated value to complete the Project he may do so without additional approval; and

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

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



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 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: Ordinances (1) Authorizing a Representative to Execute the Grant Agreements (2) Authorizing Project Costs and Local Match Funding Requirements as required for the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507.

Dear Mr. Copanas:

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

The City of Syracuse is in receipt of an Engineering Planning Grant Award from the Environmental Facilities Corporation for the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study, Engineering Planning Grant Number 105507 and requests the following legislation:

1. An Ordinance Authorizing a Representative to Execute Grant Agreement:
NOW THEREFORE, BE IT:
ORDAINED that the Mayor is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents, and instruments necessary to bring about the project and to fulfill the City of Syracuse's obligations under the Grant Agreement.
2. An Ordinance for Authorization and Appropriate of Local Match.
NOW, THEREFORE, BE IT:
ORDAINED that the City of Syracuse authorizes and appropriates a minimum 20% local match as required by the Engineering Planning Grant Program for the City of Syracuse Meadowbrook Sewer Area Inflow and Infiltration Study. Under the EPG program, this local match must be at least 20% of the EPG grant award of \$50,000.00. The sources of the local match, and any amount in excess of the required match, shall be provided by in kind services to be performed by City of Syracuse Personnel (Departments of Engineering and Public Works). The maximum local match shall not exceed \$10,000 based upon a total estimated maximum project cost of \$50,000.00. The Mayor may increase this local match through the use of in kind services without further approval from the City of Syracuse.

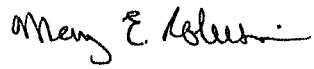
Dept. of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Mary E. Robison". The signature is fluid and cursive, with the first name "Mary" being more prominent.

Mary E. Robison, P.E.
City Engineer

Ordinance No.

2021

**ORDINANCE GRANTING A REVOCABLE
PERMISSION TO ADHV REDEV, LLC, THE
OWNER OF THE MOYER CARRIAGE LOFTS
PROJECT AT 1710 NORTH SALINA STREET,
SYRACUSE, NEW YORK TO CONSTRUCT, OWN,
OPERATE AND MAINTAIN SEVEN (7) PARKING
SPACES (INCLUDING BUT NOT LIMITED TO
GRANITE CURBING, ASPHALT PAVEMENT,
CONCRETE SIDEWALK AND SIGNS)
ALONG THE PARK STREET RIGHT-OF-WAY
(1900 BLOCK)**

WHEREAS, ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project at 1710 North Salina Street, Syracuse, New York, has requested a revocable permission to construct, own, operate and maintain seven (7) parking spaces, including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs, along the Park Street Right of Way (1900 Block), at no cost to the City; and

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

BE IT ORDAINED, upon the recommendation of the Department of Engineering that this Common Council grants a revocable permission to ADHV REDEV, LLC., to construct, to own, to operate and maintain the above described parking spaces in and across the aforementioned Right-of-Way at no cost to the City, as shown on the drawings and specifications as forwarded to the Department of Engineering prepared by Carmina Wood Morris, DPC entitled "*The Moyer Carriage Lofts*" dated December 16, 2020, subject to the following conditions as permitted by law:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works, the seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** ADHV REDEV, LLC. shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That ADHV REDEV, LLC., their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such work in said streets or arising in any way out of the operations for this consent, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained, including damages incurred as a result of damage to the Facilities caused by the City.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist.

Restoration of pavement and sidewalks must be completed in accordance with all City of Syracuse standards.

8. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
9. Subject to the City Engineer, review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That ADHV REDEV, LLC., 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, ADHV REDEV, LLC., or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That ADHV REDEV, LLC., its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said work; and ADHV REDEV, LLC., shall agree to assume any excess of the normal cost of installation of such work occasioned by the existence of said lines and appurtenances in said streets.
13. That ADHV REDEV, LLC., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. ADHV REDEV, LLC shall provide the City with a Certificate of said insurance, along with a copy of the declaration page or blanket endorsement from the insurance policy which confirms the City's status as an additional insured, shall be submitted to the Department of Engineering, 233 E. Washington Street, Room 401 City Hall, 233 East Washington Street, Syracuse, New York 13202.
14. That ADHV REDEV, LLC., its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of ADHV REDEV, LLC., which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.

15. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of ninety (90) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant, its successors or assigns, shall remove said work in connection therewith and restore the street, sidewalk and all other facilities wholly at the cost and expense of said applicant, its successors or assigns. The City shall provide written notice to the Owner if the Common Council is going to consider a future ordinance revoking this permission.

Such notice will be sent to:

ADHV REDEV, LLC.

115 East Jefferson Street

Suite 300

Syracuse, New York 13202

16. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the roadway restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ADHV REDEV, LLC.
18. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
19. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by ADHV REDEV, LLC.
20. Follow all weather/seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of sanitary sewer structures will be

subject to all laws, rules, ordinances and procedures which apply to throughout the City.

21. The City reserves the right to reject any and all materials, workmanship of the planned at any time during construction.
22. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
23. Failure or refusal of the ADHV REDEV, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Moyer Carriage Lofts Project located at 1710 North Salina Street until the work is complete.
24. ADHV REDEV, LLC shall be responsible for all maintenance of all of the improvements installed as part of the parking area, including but not limited to snow removal operations. (Snow shall not be pushed from the parking area into the R.O.W.)
25. ADHV REDEV, LLC shall construct flush curb along the alignment of the existing curb line so the parking pull off pavement area is separated from the City street pavement. Positive gutter line stormwater flow along the main pavement curb line shall be maintained.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

24 September 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design and Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping and
Surveying

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Re: Legislation Request: A revocable permission for ADHV REDEV, LLC., the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) to construct, own, operate and maintain seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) Right of Way.

Dear Mr. Copanas:

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

A revocable permission for ADHV REDEV, LLC, the owner of the Moyer Carriage Lofts Project (1710 North Salina Street) to construct, own, operate and maintain seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) Right of Way.

This department has reviewed, coordinated with other City departments and is of the opinion that the installation of the facilities described in the plans and specifications on file at our office will not interfere with the public use of the streets. It is therefore, recommended for consideration by the Common Council permitting ADHV REDEV, LLC., to construct, own, operate and maintain seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs), at no cost to the City in and along the aforementioned R.O.W.'s and as shown on the drawings and specification as forwarded to the Department of Engineering prepared by Carmina Wood Morris, DPC entitled "*The Moyer Carriage Lofts*" dated December 16, 2020.

The revocable permission for the seven parking spaces will be subject to the following:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, and the Commissioner of Public Works, the seven parking spaces (including but not limited to granite curbing, asphalt pavement, concrete sidewalk and signs) along the Park Street (1900 Block) 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**

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

www.syr.gov.net

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drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work. ADHV REDEV, LLC. shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.

3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That ADHV REDEV, LLC., their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such work in said streets or arising in any way out of the operations for this consent, and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained, including damages incurred as a result of damage to the Facilities caused by the City.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks must be completed in accordance with all City of Syracuse standards.
8. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.

9. Subject to the City Engineer, review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That ADHV REDEV, LLC., 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, ADHV REDEV, LLC., or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer .
12. That ADHV REDEV, LLC., its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said work; and ADHV REDEV, LLC., shall agree to assume any excess of the normal cost of installation of such work occasioned by the existence of said lines and appurtenances in said streets.
13. That ADHV REDEV, LLC., its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Office of Corporation Counsel, 233 E. Washington Street, Room 300 City Hall, Syracuse, NY 13202.
14. That ADHV REDEV, LLC., its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of ADHV REDEV, LLC., which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
15. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of ninety (90) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant, its successors or assigns, shall remove said work in connection therewith and restore the street, sidewalk and all other facilities wholly at the cost and expense of said applicant, its successors or assigns. The City shall provide written notice to the Owner if the Common Council is going to consider a future ordinance revoking this permission.

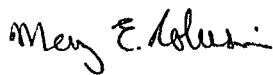
Such notice will be sent to:
ADHV REDEV, LLC.
115 East Jefferson Street
Suite 300
Syracuse, New York 13202

16. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the roadway restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and ADHV REDEV, LLC.
18. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
19. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by ADHV REDEV, LLC.
20. Follow all weather/seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of ADHV REDEV, LLC. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of sanitary sewer structures will be subject to all laws, rules, ordinances and procedures which apply to throughout the City.
21. The City reserves the right to reject any and all materials, workmanship of the planned at any time during construction.
22. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.

23. Failure or refusal of the ADHV REDEV, LLC to complete the work as required by this ordinance shall result in City of Syracuse holding the temporary certificate of occupancy and the certificate of occupancy for the Moyer Carriage Lofts Project located at 1710 North Salina Street until the work is complete.
24. ADHV REDEV, LLC shall be responsible for all maintenance of all of the improvements installed as part of the parking area, including but not limited to snow removal operations. (Snow shall not be pushed from the parking area into the R.O.W.)
25. ADHV REDEV, LLC shall construct flush curb along the alignment of the existing curb line so the parking pull off pavement area is separated from the City street pavement. Positive gutter line stormwater flow along the main pavement curb line shall be maintained.

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

Sincerely,



Mary E. Robison, P.E.
City Engineer

Ordinance No.

2021

**ORDINANCE AUTHORIZING PAYMENT TO
SWANK MOTION PICTURES FOR MOVIE
LICENSING FEES ASSOCIATED WITH THE
FREE MOVIE NIGHTS TO BE HELD BY THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS AT VARIOUS PARKS
FROM OCTOBER 22, 2021 THROUGH JUNE 30,
2022**

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to Swank Motion Pictures in an amount not to exceed \$3,000.00 for licensing fees associated with the showing of various movies at free Department of Parks, Recreation and Youth Programs movie nights to be held from October 22, 2021 through June 30, 2022 at various parks; and

BE IT FURTHER ORDAINED, that part of the payment shall be charged to Celebrations Account Project #504610 Fund #25 and the remaining balance will be charged to Account #01.71400.540552 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the Commissioner of the Department of Parks, Recreation and Youth Programs is hereby authorized to execute any agreement with Swank Motion Pictures relative to the licenses; 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.



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DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

September 17, 2021

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next Common Council meeting to allow the Department of Parks, Recreation and Youth Programs to authorize payment, at a cost not to exceed \$3,000, to Swank Motion Pictures for movie licensing fees for free family movie nights at various parks. The movies will be shown between October 22 and June 30, 2022.

Part of the monies will come from the Celebrations Account Project #504610 Fund #25 if donations are received for the events. Any remaining balance will come from 01.71400.540552.

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

**ORDINANCE AMENDING ORDINANCE
NO. 519-2021 AUTHORIZING CONTRACTS
RELATIVE TO PROVIDING CONSULTING
SERVICES FOR THE CITY OF SYRACUSE ON
BEHALF OF THE OFFICE OF INFORMATION
TECHNOLOGY TO ADD A CONTRACT WITH
M.A. POLCE FOR CONSULTING SERVICES
FOR THE CITY OF SYRACUSE ON BEHALF OF
THE SYRACUSE POLICE DEPARTMENT**

BE IT ORDAINED, that Ordinance No. 519-2021 is hereby amended to read as follows:

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

WHEREAS, the City conducted a Request for Proposals for consulting services for the Office of Information Technology and the RFP Committee selected six (6) firms that the City would like to use on an as needed basis; and

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

1. All of the above named firms have been approved to provide consulting services on behalf of the Office of Information Technology;
2. The consulting services shall be performed on an as needed basis;

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

4. The total cost not to exceed for all services to be provided by these five firms is \$125,000.00

; and

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

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

; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with the M.A. Polce, Naughton Associates, Advanced IT, ComSource, Hoefler Communications, and Presidio contracts on behalf of the Bureau of Information Technology shall be charged to Budget Account #541500.01.16800; and all costs associated with the M.A. Polce contract on behalf of the Syracuse Police Department shall be charged to Budget Account #541500.01.31230.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 27, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: LEGISLATION AMENDING ORDINANCE #519-2021

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 amend Ordinance #519-2021. Based on the RFP awarded with Ordinance #519-2021, the Police Department will be piggybacking off the contract and utilizing MA Police for their consulting services in an amount not to exceed \$363,000 for the same duration.

It is requested to increase the dollar amount of the ordinance #519-2021 to an amount not to exceed \$488,000 (this is the total from the ordinance NTE amount of \$125,000 and the \$363,000 increase), to cover IT services for the Police Department, and charging the cost to 541500.01.16800 (IT for \$125,000) and 541500.01.31230 (Police for \$363,000).

Sincerely,

9-27-21

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: September 27, 2021
SUBJECT: Amend Ordinance #519-2021

On behalf of the Department of the Police, I am requesting that the City of Syracuse amend ordinance #519-2021. Based on the RFP awarded with Ordinance #519-2021, the Police Department will be piggybacking off the contract and utilizing MA Police for their consulting services in an amount not to exceed \$363,000 for the same duration.

It is requested to increase the dollar amount of the ordinance #519-2021 to an amount not to exceed \$488,000 (this is the total from the ordinance NTE amount of \$125,000 and the \$363,000 increase), to cover IT services for the Police Department, and charging the cost to 541500.01.16800 (IT for \$125,000) and 541500.01.31230 (Police for \$363,000).

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

SEP 29 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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Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief



Derek P. McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

DEPARTMENT OF POLICE

Ben Walsh, Mayor

September 24, 2021

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

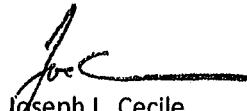
Re: Amend Ordinance #519-2021 to increase the amount of contract from \$125,000 to \$488,000

Mr. Rudd,

Please request approval from Mayor Walsh to have the Common Council prepare the following legislation to amend ordinance #519-2021. Based on the RFP awarded with Ordinance #519-2021, the Police Department will be piggybacking off the contract and utilizing MA Police for their consulting services in an amount not to exceed \$363,000 for the same duration.

It is requested to increase the dollar amount of ordinance #519-2021 to an amount not to exceed \$488,000, to cover IT (this is the total from the ordinance NTE amount of \$125,000 and the \$363,000 increase) and charging the cost to **541500.01.16800** IT for \$125,000 and **541500.01.31230** (Police for \$363,000).

Very truly yours,



Joseph L. Cecile
Chief of Police

Ordinance No.

2021

**ORDINANCE GRANTING PERMISSION TO
VAN RENSSELAER ST. COMPANY II & III, LLC
TO ENCROACH 7'10" INTO THE VAN
RENSSELAER STREET RIGHT-OF-WAY WITH
A STEEL FRAME CANOPY WITH A
TRANSLUCENT, ACRYLIC TOP PANEL**

WHEREAS, Van Rensselaer St. Company II & III LLC, owner of the property situated at 720 Van Rensselaer Street, Syracuse, New York, has requested permission to encroach up to 7'10" into the Van Rensselaer Street Right-of-Way with a steel frame canopy with a translucent, acrylic top panel for the purpose of protecting patrons from inclement weather and for branding; 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 Van Rensselaer St. Company II & III LLC (hereinafter referred to as the "Owner") to erect and 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 shall, within thirty (30) days from the effective date of this ordinance, 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, prior to the installation of the steel framed canopy.

5. Said Owner agrees and consents that the City will not be liable for any damage to the steel framed canopy 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 PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 28, 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-0348-21**)

Dear Mr. Copanas,

Van Rensselaer St. Company II & III LLC is requesting an Encroachment Waiver for a steel frame canopy with translucent, acrylic top panel in order to protect patrons from the weather, and for branding. This feature will encroach 7'10" into the Right-of-Way.

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 cursive script that reads "Jeremy Robinson".

Jeremy Robinson
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 Neighborhood & Business Development
Central Permit Office
Ben Walsh, Mayor

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

Location of Proposed Work: 720 Van Rensselaer St

Permit #: PC-0348-21

Permit Type: Encroach (Minor)

Date: 09/23/2021

Contact: Cor Van Rensselaer Co III Inc and Cor Van Rensselaer St Co II LL
Phone #: 315-663-2100

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	08/10/2021	Not Applicable	Martin Davis	no issue
DPW - Sanitation & Sewers	07/21/2021	Conditionally Approved	Vinny Esposito	no sewer or drainage issues. City engineer must approve height clearances.
DPW - Sidewalk Inspector	08/09/2021	Approved	Chris Ettinger	no concerns
DPW - Traffic Control	07/23/2021	Conditionally Approved	Joe DiBello	any street or sidewalk closure/detour must have correct signage in place per MUTCD
DPW - Transportation Planner	07/27/2021	Internal Review Complete	Neil Milcarek-Burke	No concerns with work as proposed. - Permit required for work in the ROW. Contact Permits Desk prior to any work. - Any and all manufacturer cut-sheets, documents, and other information are to be included in application. - MUTCD compliant accommodations are required as part of the permitting process.
Engineering - Design & Construction	07/21/2021	Internal Review Complete	John Kivlehan	Encroachment has no significant impact on the ROW & City's use and operations at this location, construction will require permitting.
Engineering - Mapping	07/26/2021	Conditionally Approved	Ray Wills	Work should have no impact on Mapping Division assets. Proper indemnification is required assuming liability for and damages or injuries resulting from the installation and maintaining of the encroaching awnings.
Engineering - Sewers	07/21/2021	Internal Review Complete	John Kivlehan	Encroachment has no impact on sewers
Engineering - City Engineer	08/26/2021	Conditionally Approved	Mary Robison	• 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 of elements that are encroaching into the street right-of way.
Zoning Planner	09/23/2021	Internal Review Complete	Heather Lamendola	Per City Planning Commission's resolution SR-14-09M3 on 9/20/2021.

Department of Public Works

ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 720 Van Rensselaer St. Suite 105 Syracuse

APPLICATION DATE: 7-20-21

PROPERTY: 117.-01-01.5

PERMIT APPLICATION: PC-0348-21

OWNER: Van Rensselaer St. Company II & III LLC

MINOR OR MAJOR ENCROACHMENT

CONTRACTOR: MacKnight Architects

PHONE: 315-424-0018

EMAIL: chanson@corcompanies.com / ashley@macknightarchitects.com

DESCRIPTION OF WORK: Installation of Steel Frame Canopy that will Encroach 7'10" into 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@syrgov.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@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:

720 Van Rensselaer St. Suite 105, Syracuse
Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known)

VanRensselaer @ Salt Shed Dr.

Property Owner (print name):

VanRensselaer St. Company II+III LLC

Mailing Address (if different):

542 Towne Dr. Fayetteville, NY 13066

Phone #(s):

315-663-2100

Email Address(es):

C.Hanson@corcompanies.com

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

Ashley Anderson

Mailing Address:

212 North Franklin St. Syracuse, NY 13202

Phone # (s):

315-424-0018

Email Address:

ashley@macknightarchitects.com

Type of improvement requested:

Metal entry canopy

Describe the style &/or materials of the improvement:

Painted steel frame canopy with translucent acrylic top panel

Ex: a picket fence; a masonry bench

List the dimensions of the improvement in feet and inches:

Front to Back

Horizontal:

10' - 0"

Feet

Inches

Vertical:

9' - 10"

Feet

Inches

What is the reason(s) for the improvement?

- Weather protection for restaurant patrons.
- Brand identification / way finding for tenant.

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?

X

Yes

No

Tenant build-out, 3,710 Restaurant

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

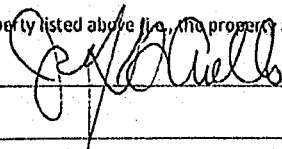
How far does the feature encroach into the City's Right of Way?

7'-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).

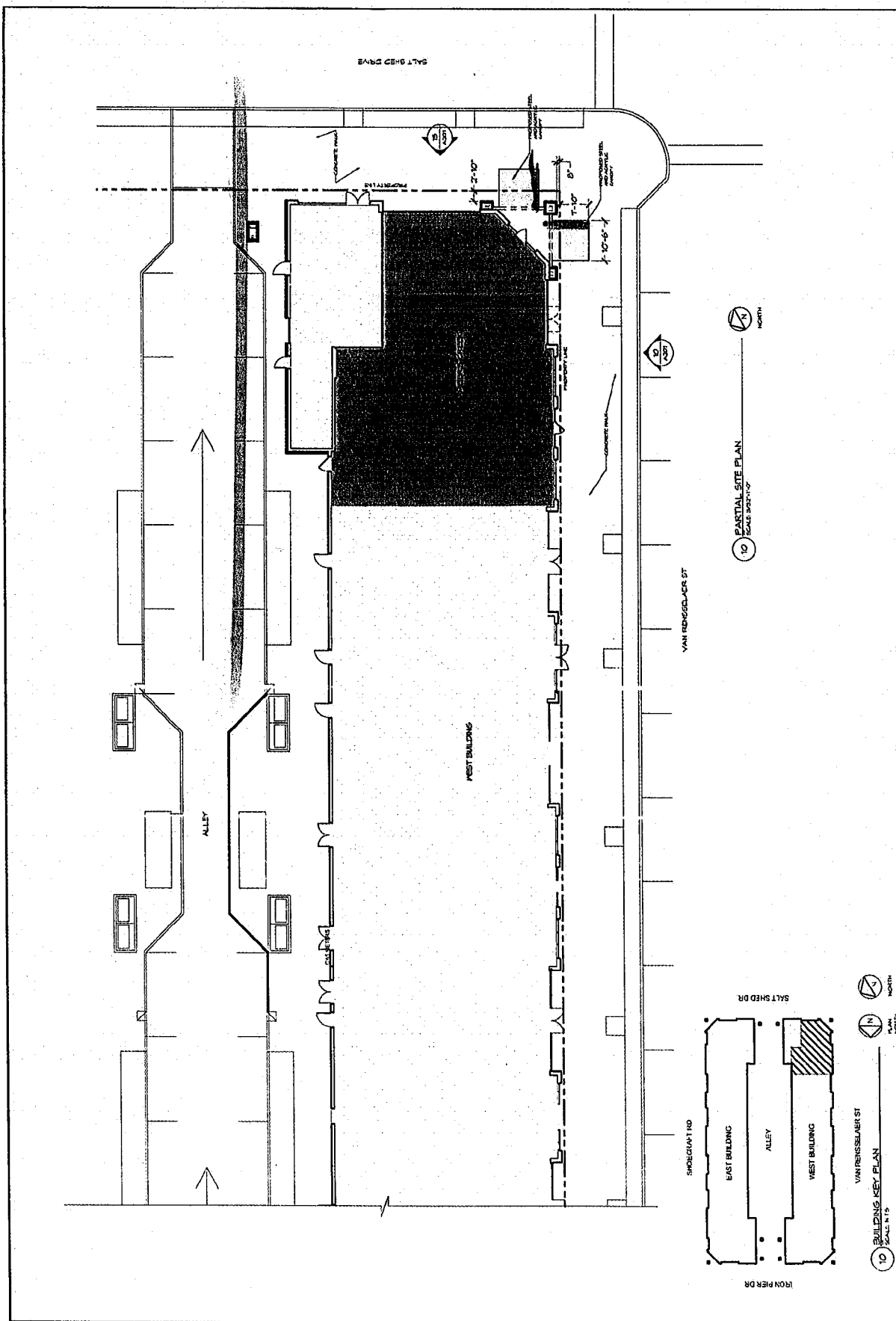
Signature(s):



7/9/21

Date

Date





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MEIER'S CREEK @ RON PER
120 VAN RENSSELAER ST
SYRACUSE, NY 13204

NO.	DATE	BY

DATE 11.01
SCALE AS NOTED
DRAWN AA
PROJECT TITLE
PROJECT NO.

EXTERIOR
ELEVATIONS
A201

