COMMON COUNCIL of the CITY OF SYRACUSE

REGULAR MEETING - SEPTEMBER 26, 2022

1:00 P.M.

- 1. Pledge of Allegiance to the Flag
- 2. Invocation
- 3. Roll Call
- 4. Minutes September 12, 2022
- 5. Petitions
- 6. Committee Reports
- 7. Communications
- 3. UNFINISHED BUSINESS:

BY COUNCILOR GETHERS:

- a. Local Law Of the City of Syracuse to grant a permanent easement to Niagara Mohawk Power Corporation on the City's property at the Syracuse Hancock International Airport located 1000 Col Eileen Collin Boulevard, for installation, operation and maintenance of Electric Line Distribution Cable Replacement for FAA Owned Electric Power Infrastructure (Easement Sketch 11-22-30538497) for \$1.00, as detailed in Exhibit "A".
- b. Local Law Of the City of Syracuse to grant a permanent easement to Niagara Mohawk Power Corporation on the City's property at the Syracuse Hancock International Airport located 1000 Col Eileen Collin Boulevard, for installation, operation and maintenance of Electric Line Distribution Cable Replacement for FAA Owned Electric Power Infrastructure (Easement Sketch 11-22-30538474) for \$1.00, as detailed in Exhibit "A".

NEW BUSINESS

BY PRESIDENT HUDSON:

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

BY COUNCILOR CALDWELL:

10. Authorize – Payment to Turf Tank for white field marking paint, as set forth in the terms of the agreement. Total cost not to exceed \$17,000 from Account #01.71100.540541.

BY COUNCILOR GREENE:

- 11. Lease Agreement With Bell Atlantic Mobile Systems, LLC, d/b/a Verizon Wireless, for the portions of the City-owned property known as the Morningside Reservoir located at 1387 Colvin Street East Rear (tax map #051.-02-01.0 and property #1918011101), on behalf of the Department of Assessment, to commence on December 1, 2022, for the term of five (5) years with five (5) five-year renewal options, each with a rent increase of 12% with the approval of the Mayor and Common Council. Total annual rent not to exceed \$38,400, to be deposited in an account determined by the Commissioner of Finance. The tenant responsibilities include real property taxes, utilities, and maintenance expenses.
- 12. Amend Ord. #390 (06/21/2022), "Agreement With Docupet Inc., to provide software and dog license services, on behalf of the Office of the City Clerk, with one (1) one-year renewal options remaining. Services include a software program for Dog Control training and support services, to expire September 6, 2022. Total cost not to exceed \$11,763, to be charged to Account #540530.01.16800." Amend to authorize the last one-year renewal option, to expire September 6, 2023.
- 13. Appropriate Funds From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$33,000, to include the scope of staff augmentation services for TeleStaff Public Safety electronic scheduling and timekeeping software, relative to Cherry Road Technologies Ord. #240-2021.
- 14. Amend Ord. #240 (05/24/2021), "Contract With Cherry Road Technologies (CRT), to upgrade four phases of the Payroll Modernization Program, for the period of 18 months. Funded by a NYS Financial Review Board Grant in the amount of \$1,500,000. The balance of \$419,817 to be charged to the 2022/2023 Capital Budget. Total cost not to exceed \$1,921,455." Amend to include the scope of staff augmentation services for TeleStaff Public Safety electronic scheduling and timekeeping software, to expire December 31, 2022, and increase the cost by \$33,000. Total cost not to exceed \$1,954,455, from Account #800069321.16805.

- Approve Settlement Progressive A/S/O/ Tammy Wilbur v. City of Syracuse. et al. Claim No. C-2021-98, relative to a motor vehicle accident on September 16, 2021, in the amount of \$9,200, from the Judgement and Claims Account #599305.01.93000.
- 16. Authorize Corporation Counsel, on behalf of the City, to authorize certain documents (a reciprocal easement agreement ("REA") in conjunction with the transfer of the City's portion of the Tower Realty LR, LTD Garage (aka AXA Garage) (the "Garage") to Towers Realty LR, LTD ("Towers"). The Council previously authorized the sale and transfer as part of a settlement. (Ord. #512-2022).

BY COUNCILOR PANIAGUA:

- 17. Amend Ord. #606 (09/27/2021), "Contract With HelpPeople to administer the Employee Assistance Program for Syracuse City Employees for the last one (1) year, renewal option for the period of October 1, 2021-September 30, 2022, on behalf of the Office of Personnel and Labor Relations. Total cost not to exceed \$40,000 annually, charged to Account #590701.01.90700". Amend for a 3-month extension, effective October 1, 2022-December 31, 2022. All other terms of the agreement remain the same.
- 18. Amend Ord. #743 (12/20/2021), "Contract With Pro-Act, Inc. for Pharmacy Benefits Management Services for the first of (2) one year renewal options, for the period of January 1, 2021-December 31, 2021. Total annual estimated cost not to exceed \$7,500,000, charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600." Amend to authorize the last one-year renewal option and increase the cost by \$17,750 to supply and administer Flu shots to City employees. Total cost not to exceed \$7,517,750. All other terms remain the same.
- 19. Amend Ord. #744 (12/20/2021), "Contract With Alera Group previously known as CPI-HR for Affordable Care Act ("ACA") consulting & dashboard access services for 2021 for a one-year period through September 19, 2022, as detailed in the legislation. Total cost not to exceed \$19,000, charged to Account #590601.01.90600." Amend for a one-year extension, effective September 20, 2022-September 19, 2023. All other terms of remain the same.
- 20. Transfer Funds From the Department of Public Works Account #510100.01.14900 (salaries) in the amount of \$47,446 to the Department of Personnel & Labor Relations (salaries) Account #510100.01.14300. Funds will be used to cover the salary for the position of Equipment Operator Instructor in the Personnel Department.

BY COUNCILOR GETHERS:

21. Appropriate Funds - From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$577,333 to the Automation Sanitation Process Account #08.59988.14905.800012922, for Waste Hauling on routes selected by the City.

22. Agreement - With Waste Management of New York, LLC, for a Pilot Program, to start hauling waste (in carts) on routes selected by the City, for the period of one (1) year with four (4) one-year renewal options with the approval of the Mayor and Common Council. Total cost not to exceed \$577,333, using ARPA funds deposited in the Automation Sanitation Process Account #08.599808.14905.800012922. The purchase of the carts was previously authorized by Ord #484-2022.

BY COUNCILOR HOGAN:

- 23. Advertise Public Hearing Relative to the Application & Agreement to and with the Restore NY Community Initiative for funds in an amount not to exceed \$5,000,000. (Public Hearing to be held on Wednesday, October 5, 2022, at 12:00 P.M.)
- 24. Application & Agreement To and with the Restore NY Community Initiative for funds in an amount not to exceed \$5,000,000, for building rehabilitation, demolition, and reconstruction of commercial, residential, and mixed-use properties that are vacant and/or underutilized in the Washington Square and Court Woodlawn neighborhoods. No local match required. (Public Hearing to be held on Wednesday, October 5, 2022, at 12:00 P.M.
- 25. Special Permit To approve a Restaurant located at 910-912 Park Street with Associated Parking at 913-915 Park Street. Nine people spoke in favor, no one spoke in opposition. The Planning Commission granted five (5) waivers regarding off-street parking, driveway location, driveway opening, street line treatment area, and parking location regulations. Sean Nelson, applicant. House Sy 1, LLC, owner.

BY COUNCILOR MAJOK:

- 26. Agreement With the New York State Division of Criminal Justice Services (DCJS), for the 2022-2023 Anti-Violence Initiative Grant in an amount not to exceed \$10,000, on behalf of the Mayor's Office to Reduce Gun Violence for operating expenses, to include contractual services, travel, equipment, property rental and/or other operating expenses. No local match required.
- 27. Application & Agreement To and with the NYS Dormitory Authority (DASNY through the State and Municipal Facilities Program (SAM) in the amount of \$191,000, for the purchase and installation of additional surveillance cameras in the areas of Furman, Hoefler, and Dudley Streets, and Ballantyne Road. No local match is required.
- 28. Agreement With Command Presence LLC, to provide effective leadership training services to the Police Department, included but not limited to "Leading Without Rank" training. The training will assist both officers and non-sworn personnel with career development and practical leadership strategies to improve individual and organizational activities, from the period of September 2022 through June 2023. Total cost not to exceed \$6,250, charged to Account #542500.01.31220. The Mayor waived the RFP process.

- 29. Bond Ordinance Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the Fire Department Apparatus Replacement Program. Total amount not to exceed \$2,600,000.
- 30. Authorize The Apparatus Replacement Program to purchase two (2) 50' Telesqurt, 2000 gallon per minute Fire Engines, on behalf of the Department of Fire. Total cost not to exceed \$2,600,000. The Council already authorized the 2022/2023 Apparatus Replacement Program to purchased one (1) Aerial Ladder for 1.4 million (Ord #11-2022). The Fire Department would like the Council approval to ordering these Fire Engines early due to backups in production and delivery.

BY COUNCILOR ALLEN:

- 31. Advertise Public Hearing Relative to the Application & Agreement to and with the US Department of Housing and Urban Development (HUD) for a HOME ARP award allocation plan in an amount not to exceed \$5,132,982. There is no local match required. (Public Hearing to be held on Tuesday, October 11, 2022, at 1:00 P.M.)
- 32. Application & Agreement To and with the US Department of Housing and Urban Development (HUD) for a HOME ARP award allocation plan in an amount not to exceed \$5,132.982. The HOME ARP Plan is an application to HUD for the awarded amount and a draft plan of how the funds will be spend, as detailed in Exhibit "A" (Public Hearing to be held on Tuesday, October 11, 2022, at 1:00 P.M.)

Local Law No. City of Syracuse

2022

A LOCAL LAW OF THE CITY OF SYRACUSE **AUTHORIZING THE MAYOR TO GRANT AND** CONVEY TO NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID A PERMANENT EASEMENT ON CITY OWNED PROPERTY AT THE SYRACUSE HANCOCK INTERNATIONAL AIRPORT, 1000 COL. EILEEN COLLINS BOULEVARD, NORTH SYRACUSE. **NEW YORK 13212, FOR INSTALLATION OF** ELECTRIC LINE DISTRIBUTION (ELD) CABLE REPLACEMENT FOR FAA OWNED ELECTRIC POWER INFRASTRUCTURE AND A NEW UNDERGROUND POWER LINE AND PAD MOUNT TRANSFORMER AS DETAILED IN **EXHIBIT "A" THE EASEMENT SKETCH FOR WORK ORDER #11-22-30538497 ORIGINALLY DATED MARCH 31, 2022**

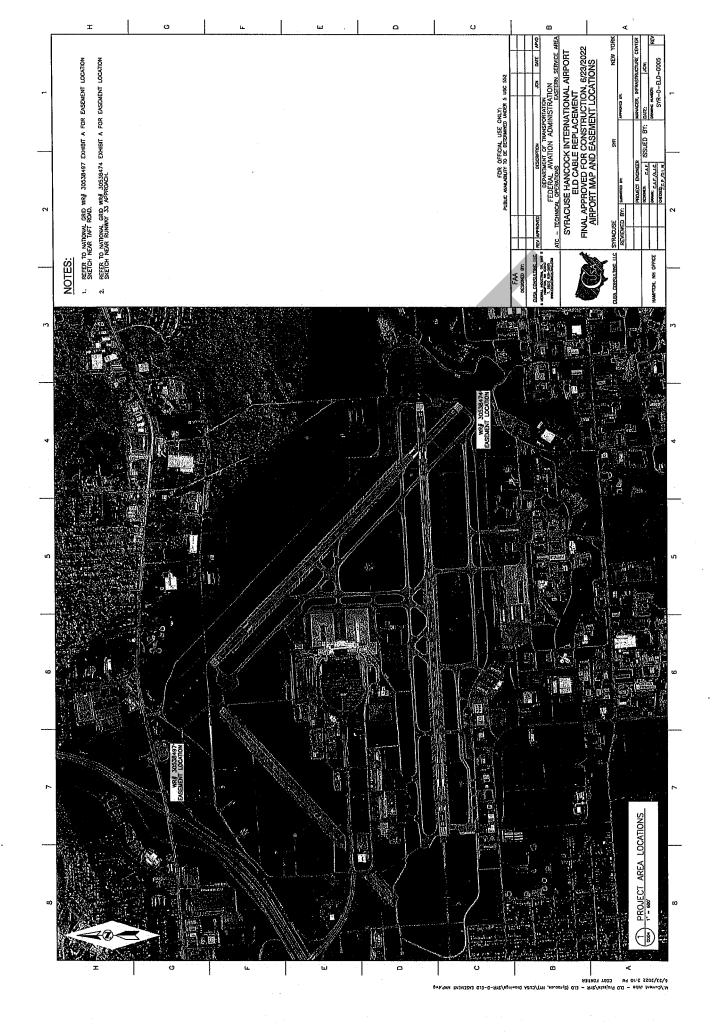
BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

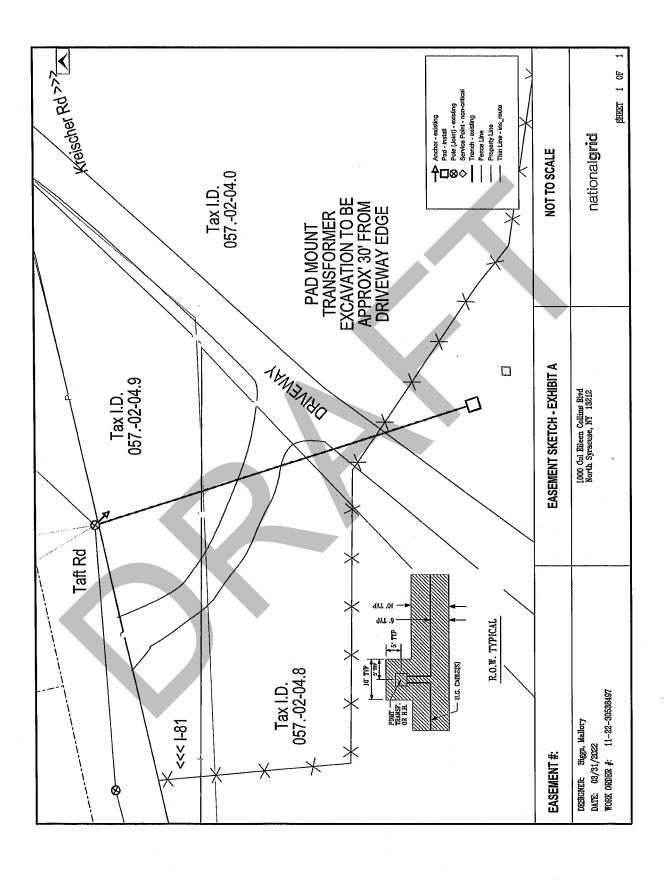
Section 1. In accordance with the City Charter Section 6-202(3), the Mayor is hereby authorized and empowered to grant and convey to Niagara Mohawk Power Corporation d/b/a National Grid a permanent easement on City owned property at the Syracuse Hancock International Airport, 1000 Col. Eileen Collins Boulevard, North Syracuse, New York 13212, as more fully described in the Easement Sketch for Work Order #11-22-30538497 attached hereto as Exhibit A, in consideration of One Dollar (\$1.00), upon such terms and provisions and conditions as the Mayor may prescribe, in order for National Grid for installation of electric line distribution (ELD) cable replacement for FAA owned electric power infrastructure and a new underground power line and pad mount transformer, and also granting to Niagara Mohawk the right of ingress and egress over

said parcel to inspect, repair, maintain, and replace the ELD cable, the new underground power line and pad mount transformer, and associated appurtenances.

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







GRANT OF EASEMENT

CITY OF SYRACUSE of 1000 Col. Eileen Collins Boulevard, North Syracuse, New York 13212 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

<u>Section 1</u> – <u>Description of the Easement</u>. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to underground wires, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other underground fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes in connection with the Facilities, by any means, whether now existing or hereafter devised, for the benefit of the Syracuse Hancock International Airport under and through that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing necessary utility service to the Airport and its users;
- b. From time to time, without further payment therefor, clear and keep cleared the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation within ten (10) feet of either side of the Easement Area that, in the reasonable opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width of the Easement Area;
- c. Excavate or change the grade, as necessary for the purposes described herein, of the Grantor's Land within the Easement Area as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will promptly and at its sole cost and expense, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

This Easement and all of the above rights, privileges and authority granted herein are at all times subject to the Grantor, the Syracuse Regional Airport Authority, the Federal Transportation Security Administration and any other applicable federal law and/or agency's laws, rules and regulations governing the use of Grantor's land. Access to the Easement Area may be limited or restricted at any time in accordance with said laws, rules and regulations.

Section 2A — Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Onondaga County Clerk's Office on 02/19/1963 in Liber 2132 of Deeds at Page 298 and consists of land described as being part of Tax Parcel No. 057.-02-04.8 (FL 92, Tract No. B-258) and 057.-02-04.9 (FL 92 Tract No. B-260) of the Town of Cicero, County of Onondaga, New York, commonly known as East Taft Road.

Section 2B – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Onondaga County Clerk's Office on 04/27/1948 in Liber 1326 of Deeds at Page 547 and consists of land described as being part of Tax Parcel No. 057.-02-04.0 (FL 92 & 93) of the Town of Cicero, County of Onondaga, New York, commonly known as East Taft Road.

<u>Section 2C</u> - <u>Description of Grantor's Land</u>. The "Grantor's Land" is described in a certain Deed recorded in the **Onondaga** County Clerk's Office on 03/09/1977 in Liber 2603 of Deeds at Page 246 and consists of land described as being

part of Tax Parcel No. 015.-01-02.2 (FL 5 & 10) of the Town of Dewitt, County of Onondaga, New York, commonly known as Hancock Airport.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketches entitled 11-22-30538497 & 11-22-30538474, which sketches are attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

<u>Section 4</u> - <u>Facilities Ownership</u>. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted, no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent which consent shall not be unreasonably withheld; the present grade or ground level of the Easement Area will not be changed by excavation or filling. Any agreed upon relocation of any or all of the facilities required by Grantor, shall be at Grantor's sole cost and expense. In such event, Grantor and Grantee must execute, deliver and record an instrument in recordable form evidencing such relocation of the Easement Area.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, but the same shall not be divisible between or among two or more owners, as to any right or rights created hereunder without the express written consent of the Grantor which consent shall not be unreasonably withheld. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, Grantor ha	s hereunto set its hand(s) and seal(s) this day of
	CITY OF SYRACUSE
	By:Signature
	Its:

State of New York)	
Country of	.)	ss:
County of)	
On the	_ day of	in the year 2022, before me, the undersigned, personally
appeared	•	, personally known to me or proved to me on the basis of satisfactory
me that he/she/they	executed the sar	ose name(s) is (are) subscribed to the within instrument and acknowledged to me in his/her/their capacity(ies), and that by his/her/their signature(s) on the person upon behalf of which the individual(s) acted, executed the instrument.
Not	ary Public	





DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE City Engineer

John Kivlehan
Design & Construction

Kelly HaggertyPublic Buildings

Marc Romano Mapping & Surveying 26 August 2022

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

Re: Permanent Easement at Syracuse Hancock International Airport for Niagara Mohawk Power Corporation for installation, operation and maintenance of Electric Line Distribution Cable Replacement for FAA Owned Electric Power Infrastructure – Easement Sketch 11-22-30538497

Dear Ms. McBride:

I request that you have prepared the following legislation for the next meeting of the Common Council:

The City of Syracuse and the Syracuse Airport Authority are requesting that Niagara Mohawk Power Corporation be granted a permanent easement on the City's property at the Syracuse Hancock International Airport for installation of Electric Line Distribution (ELD) Cable Replacement for FAA owned electric power infrastructure. The easement will include a new underground power line and Pad Mount Transformer. The City will be granting the easement to Niagara Mohawk Power Corporation for consideration of one dollar, which is the standard procedure for utility easements.

The easement descriptions are detailed on the attached Easement Sketch - Exhibit A: 1000 Col Eileen Collins Blvd., North Syracuse, NY 13212, Work Order # 11-22-30538497 originally dated March 31, 2022.

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

Very Truly Yours,

may E. Nohusi

Mary E. Robison, P.E. City Engineer

www.syrgov.net

Dept. of Engineering 233 E. Washington St.

City Hall, Room 401 Syracuse, N.Y. 13202 Office 315 448-8200

315 448-8488

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Local Law No. City of Syracuse

2022

A LOCAL LAW OF THE CITY OF SYRACUSE AUTHORIZING THE MAYOR TO GRANT AND CONVEY TO NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID A PERMANENT EASEMENT ON CITY OWNED PROPERTY AT THE SYRACUSE HANCOCK INTERNATIONAL AIRPORT, 1000 COL. EILEEN COLLINS BOULEVARD, NORTH SYRACUSE, **NEW YORK 13212, FOR INSTALLATION OF** ELECTRIC LINE DISTRIBUTION (ELD) CABLE REPLACEMENT FOR FAA OWNED ELECTRIC POWER INFRASTRUCTURE AND A NEW UNDERGROUND POWER LINE AND PAD MOUNT TRANSFORMER AS DETAILED IN **EXHIBIT "A" THE EASEMENT SKETCH FOR WORK ORDER #11-22-30538474 ORIGINALLY DATED APRIL 28, 2022**

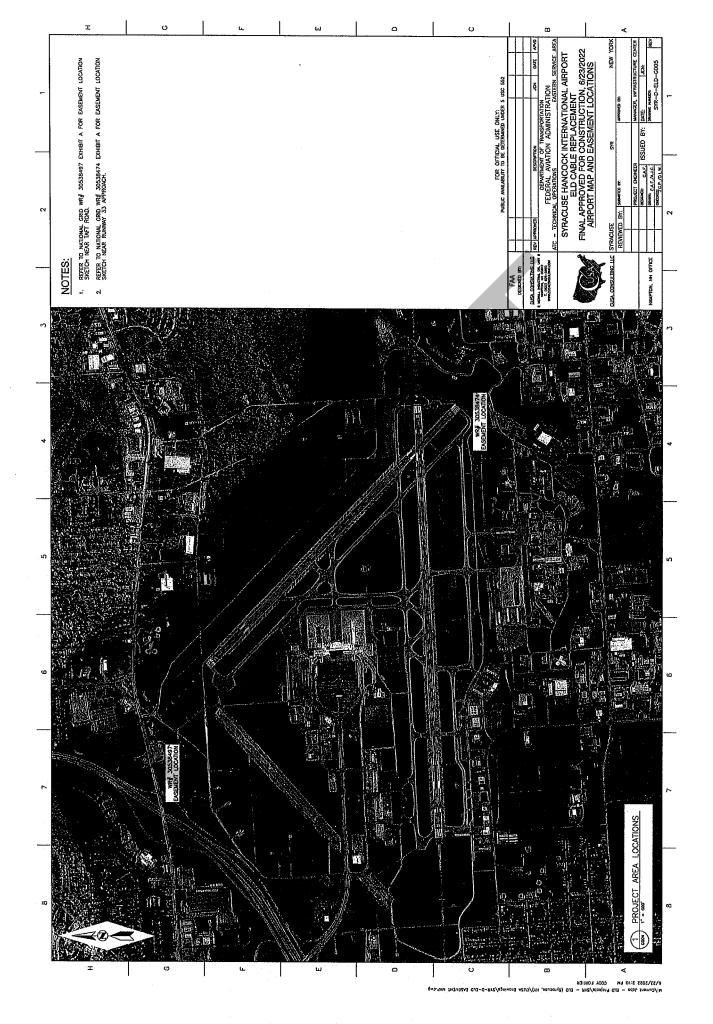
BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

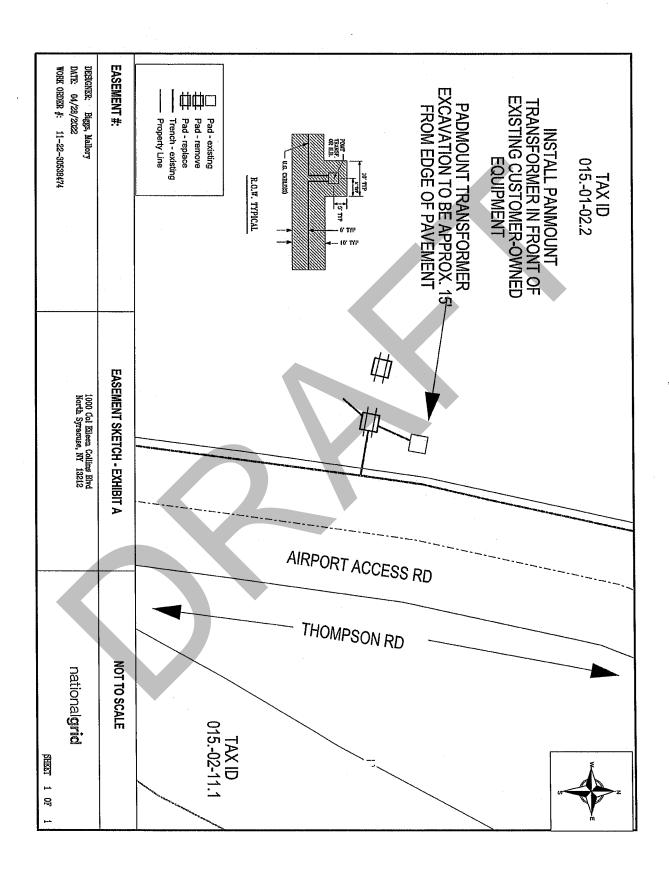
Section 1. In accordance with the City Charter Section 6-202(3), the Mayor is hereby authorized and empowered to grant and convey to Niagara Mohawk Power Corporation d/b/a National Grid a permanent easement on City owned property at the Syracuse Hancock International Airport, 1000 Col. Eileen Collins Boulevard, North Syracuse, New York 13212, as more fully described in the Easement Sketch for Work Order #11-22-30538474 originally dated April 28, 2022 which is attached hereto as Exhibit A, in consideration of One Dollar (\$1.00), upon such terms and provisions and conditions as the Mayor may prescribe, in order for National Grid for installation of electric line distribution (ELD) cable replacement for FAA owned electric power infrastructure and a new underground power line and pad mount transformer, and also granting to Niagara Mohawk

the right of ingress and egress over said parcel to inspect, repair, maintain, and replace the ELD cable, the new underground power line and pad mount transformer, and associated appurtenances.

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







GRANT OF EASEMENT

CITY OF SYRACUSE of 1000 Col. Eileen Collins Boulevard, North Syracuse, New York 13212 (hereinafter referred to as "Grantor"), for consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land")

<u>Section 1</u> – <u>Description of the Easement</u>. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

- a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to underground wires, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other underground fixtures and appurtenances (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes in connection with the Facilities, by any means, whether now existing or hereafter devised, for the benefit of the Syracuse Hancock International Airport under and through that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing necessary utility service to the Airport and its users;
- b. From time to time, without further payment therefor, clear and keep cleared the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation within ten (10) feet of either side of the Easement Area that, in the reasonable opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width of the Easement Area;
- c. Excavate or change the grade, as necessary for the purposes described herein, of the Grantor's Land within the Easement Area as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will promptly and at its sole cost and expense, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

This Easement and all of the above rights, privileges and authority granted herein are at all times subject to the Grantor, the Syracuse Regional Airport Authority, the Federal Transportation Security Administration and any other applicable federal law and/or agency's laws, rules and regulations governing the use of Grantor's land. Access to the Easement Area may be limited or restricted at any time in accordance with said laws, rules and regulations.

Section 2A – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Onondaga County Clerk's Office on 02/19/1963 in Liber 2132 of Deeds at Page 298 and consists of land described as being part of Tax Parcel No. 057.-02-04.8 (FL 92, Tract No. B-258) and 057.-02-04.9 (FL 92 Tract No. B-260) of the Town of Cicero, County of Onondaga, New York, commonly known as East Taft Road.

Section 2B – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Onondaga County Clerk's Office on 04/27/1948 in Liber 1326 of Deeds at Page 547 and consists of land described as being part of Tax Parcel No. 057.-02-04.0 (FL 92 & 93) of the Town of Cicero, County of Onondaga, New York, commonly known as East Taft Road.

<u>Section 2C - Description of Grantor's Land</u>. The "Grantor's Land" is described in a certain Deed recorded in the **Onondaga** County Clerk's Office on 03/09/1977 in Liber 2603 of Deeds at Page 246 and consists of land described as being

part of Tax Parcel No. 015.-01-02.2 (FL 5 & 10) of the Town of Dewitt, County of Onondaga, New York, commonly known as Hancock Airport.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 10 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketches entitled 11-22-30538497 & 11-22-30538474, which sketches are attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

<u>Section 4 – Facilities Ownership</u>. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 — General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted, no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent which consent shall not be unreasonably withheld; the present grade or ground level of the Easement Area will not be changed by excavation or filling. Any agreed upon relocation of any or all of the facilities required by Grantor, shall be at Grantor's sole cost and expense. In such event, Grantor and Grantee must execute, deliver and record an instrument in recordable form evidencing such relocation of the Easement Area.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, but the same shall not be divisible between or among two or more owners, as to any right or rights created hereunder without the express written consent of the Grantor which consent shall not be unreasonably withheld. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF,_Grantor h, 2022.	as hereunto set its hand(s) and seal(s) this day o
	CITY OF SYRACUSE
	By:Signature
	Its: Title

State of New York)	
County of)	ss:
me that he/she/they	executed the sa	in the year 2022, before me, the undersigned, personally personally nose name(s) is (are) subscribed to the within instrument and acknowledged to ame in his/her/their capacity(ies), and that by his/her/their signature(s) on the person upon behalf of which the individual(s) acted, executed the instrument.
No	tary Public	





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 26 August 2022

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

Re: Permanent Easement at Syracuse Hancock International Airport for Niagara Mohawk Power Corporation for installation, operation and maintenance of Electric Line Distribution Cable Replacement for FAA Owned Electric Power Infrastructure — Easement Sketch 11-22-30538474

Dear Ms. McBride:

I request that you have prepared the following legislation for the next meeting of the Common Council:

The City of Syracuse and the Syracuse Airport Authority are requesting that Niagara Mohawk Power Corporation be granted a permanent easement on the City's property at the Syracuse Hancock International Airport for installation of Electric Line Distribution (ELD) Cable Replacement for FAA owned electric power infrastructure. The easement will include a new underground power line and Pad Mount Transformer. The City will be granting the easement to Niagara Mohawk Power Corporation for consideration of one dollar, which is the standard procedure for utility easements.

The easement descriptions are detailed on the attached Easement Sketch - Exhibit A: 1000 Col Eileen Collins Blvd., North Syracuse, NY 13212, Work Order # 11-22-30538474 originally dated April 28, 2022.

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

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

Mary E. Robison, P.E.

May & Roles

City Engineer

www.syrgov.net

ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH TURF TANK FOR WHITE FIELD MARKING PAINT WITHOUT ADVERTISING OR COMPETITIVE BIDDING DUE TO THE SPECIALIZED NATURE OF THE EQUIPMENT

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the Commissioner of the Department of Parks, Recreation and Youth Programs to purchase white field marking paint from Turf Tank without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said due to the specialized nature of the Turf Tank GPS Robotic Field Painting System previously leased by the City for which the white field marking paint is being purchased; and

BE IT FURTHER ORDAINED, the total cost for the white field marking paint to be purchased shall not exceed \$17,000.00; and

BE IT FURTHER ORDAINED, that all costs associated with this purchase shall be charged to Budget Account # 01.71100.540541 or another appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave Commissioner September 9, 2022

Patricia McBride City Clerk 231 City Hall Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride,

Please prepare legislation for the next Common Council meeting to allow the Department of Parks, Recreation and Youth Programs to authorize payment to Turf Tank for white field marking paint. An error was made and staff believed the field marking paint was included in the terms of the agreement with Turf Tank and ordered the product. No additional paint will be needed for fiscal year 2023.

Payment will not exceed \$17,000 and will be charged to budget account 01.71100.540541.

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

Sincerely,

Julie LaFave Commissioner

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

Office 315 473 4330 Fax 315 428 8513

www.syrgov.net

ORDINANCE AUTHORIZING A
TELECOMMUNICATIONS LEASE
AGREEMENT BETWEEN THE CITY OF
SYRACUSE AND BELL ATLANTIC MOBILE
WIRELESS, LLC D/B/A VERIZON WIRELESS
FOR PORTIONS OF THE CITY-OWNED
PROPERTY LOCATED AT 1387 COLVIN
STREET EAST REAR (TAX MAP NO. 051.-0201.0), PROPERTY NO. 1918011101 KNOWN AS
MORNINGSIDE RESERVOIR

BE IT ORDAINED, that the Commissioner of Assessment, on behalf of the City of Syracuse (the "City") is hereby authorized and empowered to enter into a telecommunications lease as described herein with Bell Atlantic Mobile Wireless, LLC d/b/a Verizon Wireless for portions of the City-owned property located at 1387 Colvin Street East Rear, (Tax Map No. 051.-02-01.0), Property No. 1918011101 (the "Premises"), known as Morningside Reservoir; and

BE IT FURTHER ORDAINED, that the lease agreement, which is subject to the approval of the Corporation Counsel, shall contain the following terms and conditions:

- 1. The lease shall be for a five (5) year term effective as of December 1, 2022, with the option of five (5) additional five (5) year renewal periods subject to the approval of the Mayor and Common Council.
- 2. The annual rent shall be \$38,400.00 per year of the agreement. This annual rent shall increase by twelve percent (12%) for each of the five (5) additional five (5) year renewal periods.
- 3. Bell Atlantic Mobile Wireless, LLC d/b/a Verizon Wireless, as the tenant, shall also be responsible for any real property taxes, utilities, and maintenance expenses during the term of the lease agreement.
- 4. The rent shall be deposited into an appropriate account as designated by the Commissioner of Finance.

; and

BE IT FURTHER ORDAINED, that the lease shall contain such other and further provisions

as may be approved by the Corporation Counsel and as she shall deem to be in the best interest of the City.





DEPARTMENT OF ASSESSMENT

11 16

CITY OF SYRACUSE, MAYOR BEN WALSH

Matthew D. Oja
Commissioner

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

August 25, 2022

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

RE: Request for Legislation-Telecommunications Lease at Morningside Reservoir

Dear Ms. McBride:

Please prepare legislation for the Common Council meeting authorizing the City of Syracuse to enter into a new lease agreement with Bell Atlantic Mobile Systems, LLC, d/b/a Verizon Wireless, for the portions of the City-owned property located at 1387 Colvin St E Rear. Tax Map # 051.-02-01.0 and Property # 1918011101.

The lease would incorporate the following terms:

- 1) An initial term of five (5) years;
- 2) Annual rent of \$38,400;
- 3) Five (5) renewal options of (5) years apiece, each of which triggers a rent increase of twelve-percent (12%);
- 4) Tenant responsibility for real property taxes, utilities, and most maintenance expenses.

The rent would be deposited in an account to be determined by the Commissioner of Finance.

The lease would commence on December 1, 2022.

Department of Assessment

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

Office 315 448 8270 Fax 315 448 8190

assessment@syrgov.net

Sincerely,

Ann E. Gallagher

First Deputy Commissioner of Assessment



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:

August 29, 2022

SUBJECT:

Telecommunications Lease at Morningside Reservoir

On behalf of the Department of Assessment, I am requesting the City enter into a lease agreement with Bell Atlantic Mobile Systems, LLC, d/b/a Verizon Wireless, for portions of the City-owned property located at 1387 East Colvin St E Rear. Tax Map #051.-02-01.0 and Property #1918011101.

The lease would incorporate the following terms:

- 1. An initial term of five (5) years;
- 2. Annual rent of \$38,400;
- 3. Five (5) renewal options of five (5) years apiece, each of which triggers a rent increase of twelve-percent (12%);
- 4. Tenant responsibility for real property taxes, utilities, and most maintenance expenses.

The lease would commence on December 1, 2022. The rent would be deposited in an account to be determined 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

8/31/22 Date

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

Office 315 448-8252 Fax 315 448-8116

www.syrgov.net

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE
NO. 472-2018 AS LAST AMENDED BY
ORDINANCE NO. 390-2022 AUTHORIZING
CONTRACT WITH THE AMERICAN
SUBSIDIARY OF DOCUPET, INC. TO PROVIDE
A SOFTWARE PROGRAM AND DOG LICENSE
SERVICES

BE IT ORDAINED, that Ordinance No. 472-2018 as last amended by Ordinance No. 390-2022 is hereby amended to read as follows:

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

WHEREAS, the Mayor has waived the Request for Proposal process and approved the retention of the American Subsidiary of DocuPet, Inc. a Canadian corporation based in Kingston, Ontario, under the following terms:

- (1) The American Subsidiary of DocuPet, Inc. shall provide professional services relative to the licensing of dogs within the City of Syracuse and provide the necessary software program to assist the City Clerk's Office and Dog Control. The Agreement shall also include that the firm will provide all training and support services for their program to City staff;
- This agreement will be for a three year period commencing on the date of execution with the option of two (2) one year renewal periods subject to the approval of the Mayor and the Common Council; the agreement was previously renewed for the first one (1) year renewal period commencing September 6, 2021 through September 6, 2022 with one remaining one (1) year renewal option subject to the approval of the Mayor and the Common Council; the agreement is hereby renewed for the second and final one (1) year renewal period commencing September 6, 2022 through September 6, 2023;
- (3) The City shall pay to the DocuPet an amount derived from the license revenue collected in accordance with the fee proposal submitted by the firm. Based on the

current numbers of licenses issued the estimated cost not to exceed for the first year of the Agreement is \$11,763.00 for all services under this agreement, with subsequent years varying based on the increased participation of citizens licensing their dogs through the system; 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 Account #540530.01.16800 or another appropriate account as designated by the Commissioner of Finance.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2022

Timothy M. Rudd Director

Julie Castellitto
Assistant Director

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

RE: Request for Legislation

Dear Ms. McBride:

On behalf of the Office of the City Clerk, please prepare legislation to be introduced at the next Common Council meeting amending ordinance #390-2022 to authorize the last one (1) year renewal options with DocuPet Inc.

DocuPet Inc. provides professional services on behalf of the City Clerk's Office and the Department of Parks, Recreation and Youth Programs, relative to the licensing of dogs within the City of Syracuse and to provide the necessary software program for dog licensing and collection of fines. Employee training and support services will be a part of this agreement. The term of this agreement shall be for one (1) year, from September 6, 2022 through September 6, 2023.

The first year costs were anticipated to not exceed \$11,763 with subsequent year costs varying based on the increased participation of citizens licensing their dogs through DocuPet. All costs associated with this agreement will be charged to account #540530.01.16800.

Sincerely,

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

Timothy M. Rudd

Director of Management and Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd Director

Julie Castellitto Assistant Director TO: Mayor Ben Walsh

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

DATE: September 15, 2022

SUBJECT: Amend Ordinance - DocuPet Inc.

On behalf of the Office of the City Clerk, I am requesting that the City of Syracuse amend ordinance #390-2022 to authorize the last one (1) year renewal options with DocuPet Inc.

DocuPet Inc. provides professional services on behalf of the City Clerk's Office and the Department of Parks, Recreation and Youth Programs, relative to the licensing of dogs in the City of Syracuse and to provide the necessary software program for dog licensing and collection of fines. Employee training and support services will be a part of this agreement. The term of this agreement shall be for one (1) year, from September 6, 2022 through September 6, 2023.

The first year costs were anticipated to not exceed \$11,763 with subsequent year costs varying based on the increased participation of citizens licensing their dogs through DocuPet. All costs associated with this agreement will be charged to account #540530.01.16800.

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

9/15/22

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



Benjamin R. Walsh, Mayor

September 15, 2022

Mr. Timothy Rudd Budget Director City Hall, Room 213 Syracuse, New York 13202

RE: Amend Ordinance #390-2022 to authorize the last one (1) year renewal option agreement between DocuPet and the City of Syracuse

Dear Director Rudd:

Please prepare legislation for the September 26, 2022 Common Council Regular Meeting authorizing the last of two (2) one-year renewal options with DocuPet Inc.

DocuPet Inc. provides professional services on behalf of the City Clerk's Office and the Department of Parks, Recreation & Youth Programs, relative to the licensing of dogs in the City of Syracuse and to provide the necessary software program for dog licensing and collection of fines. Employee training and support services will be a part of this agreement. The term shall be for one year, from September 6, 2022 through September 6, 2023.

The first year costs were anticipated to not exceed \$11,763.00, with subsequent year costs varying based on the increased participation of citizens licensing their dogs through DocuPet.

If you have any questions or need additional information, please do not hesitate to contact me at pmcbride@syrgov.net or 315-448-8217.

Thank you for your assistance in this matter.

Sincerely,

Patricia K. McBride

City Clerk.

ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$33,000 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 TO COMPLETE
THE FOUR PHASES OF THE PAYROLL
MODERNIZATION PROGRAM

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$33,000.00 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 to enter into an amended agreement with CherryRoad Technologies to perform additional Telestaff staff augmentation services for the Syracuse Police Department and Syracuse Fire Department as part of the Payroll Modernization Program in the manner provided by law.

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO. 240-2021 AUTHORIZING CONTRACT WITH CHERRYROAD TECHNOLOGIES (CRT) TO COMPLETE THE FOUR PHASES OF THE PAYROLL MODERNIZATION PROGRAM

BE IT ORDAINED, that Ordinance No. 240-2021 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 Mayor has approved the retention of CherryRoad Technologies (CRT), under the following terms:

- (1) Cherry Road Technologies (CRT) ("Cherry Road") shall provide the City's Office of Information Technology with the professional services required to complete the four phases of the City's Payroll Modernization Program.
- (2) The contract will be for an eighteen (18) month period from the date of execution; the agreement is hereby extended through December 21, 2022.
- (3) The City shall pay CherryRoad an amount not to exceed \$1,954,455* to complete the four phase as estimated: (A) Telestaff Assessment & Implementation \$776,083; (B) Telestaff Integration \$129,600; (C) Kronos Implementation \$864,932; (D) AS400 Assessment \$150,840; (E) TeleStaff staff augmentation services for the Syracuse Police Department and Syracuse Fire Department, funding for which was appropriated contemporaneously with this amended Ordinance \$33,000; for a total contract cost not to exceed \$1,954,455*

; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to the fiscal services expenditure Account # 599802.02.217000120.16805, 800069321.16805 or another appropriate account as designated by the Commissioner of Finance.

= new material

*previously read \$1,921,455





BUREAU OF INFORMATION TECHNOLOGY

CITY OF SYRACUSE, MAYOR BEN WALSH

Kelsey May Director, Digital Services 9 September 2022

Patricia McBride City Clerk 231 City Hall Syracuse, NY 13202

RE: Appropriation of American Rescue Plan Funds; and Request to Amend Ordinance No. 240-2021;

Ms. McBride,

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

- Amend ordinance Ordinance No. 240-2021 to include the scope of staff augmentation services for TeleStaff public safety (police and fire) electronic scheduling and timekeeping software through December 31, 2022 and increase the authorized amount to increase the not to exceed amount to \$1,954,455 (increase of \$33,000.00) and;
- 2. Appropriate \$33,000.00 in ARPA funds to support the additional scope of work

The additional scope will be paid for ARPA funds added to account 800069321.16805 (ARPA funded Kronos + AS400 support).

X

Kelsey May

Director of Digital Services

CC: Frank Caliva, Chief Administrative Officer

CC: Timothy Rudd, Budget Director

CC: Dave Prowak, Director of IT

CC: Brad O'Connor, Commissioner of Finance

CC: Richard Alsever, Director of HR

Information Technology 233 E. Washington St. City Hall, Room 415 Syracuse, N.Y. 13202

Office 315 448 8250 Fax 315 448 8008

www.syrgov.net

Ordinance No.

2022

ORDINANCE COMPROMISING CLAIM AGAINST THE CITY OF SYRACUSE

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

Progressive A/S/O Tammy Wilbur v. the City of Syracuse; Claim No. C-2021-98 Settlement Amount - \$9,200

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

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the Judgment and Claims Account #599305.01.93000 or another appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF LAW

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

Susan R. Katzoff Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. LongSenior Assistant
Corporation Counsel

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

September 12, 2022

VIA HAND DELIVERY
Patricia McBride, City Clerk
231 City Hall
Syracuse, New York 13202

Progressive A/S/O Tammy Wilbur v. City of Syracuse Claim No. C-2021-98

Dear Ms. McBride:

Please place on the Common Council agenda for its meeting of September 26, 2022, a proposed settlement for the above lawsuit. This notice of claim stems from a motor vehicle accident on September 16, 2021, involving a motor vehicle owned by Tammy Wilbur and a City Department of Public Works vehicle. This settlement is for the property damage done to Ms. Wilbur's vehicle. While the City of Syracuse denies all allegations made in the notice of claim, we believe it is in the best financial interest to settle this matter.

The proposed settlement value is for \$9,200.00, which will be charged to the Judgement and Claims Account No., # 599305.01.93000.

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

Thank you for your assistance.

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

Office 315 448-8400 Fax 315 448-8381 Email law@syrgov.net Joseph W. Barry, III, Esq.

First Assistant Corporation Counsel

JWB/tml

Sincerely,

www.syrgov.net

ORDINANCE AUTHORIZING THE
CORPORATION COUNSEL TO EXECUTE A
RECIPROCAL EASEMENT AGREEMENT AND
RELATED DOCUMENTS NECESSARY TO
TRANSFER THE CITY'S PORTION OF THE
TOWERS REALTY LR LTD GARAGE TO
TOWERS REALITY LR LTD IN ACCORDANCE
WITH THE SETTLMENT AGREEMENT
APPROVED BY ORDINANCE NO 512-2022

BE IT ORDAINED, that this Common Council hereby authorizes the Corporation Counsel to execute a reciprocal easement agreement ("REA") and any related documents necessary to transfer the City's portion of the Tower Realty LR, LTD to Towers Realty LR, LTD in accordance with the settlement agreement previously authorized by Ordinance No. 512-2022; and

BE IT FURTHER ORDAINED, that REA and related documents will grant and/or provide, as applicable, each party all necessary easements to provide for: (i) access to and operational use and maintenance of the Garage and the Plaza; (ii) for ingress and egress to the Garage and Plaza; (iii) access to any infrastructure withing the Garage necessary to support the Tech Garden and to install improvements associated with the Tech Garden expansion; (iv) access and use to the parking spots beneath the bed of Madison and Montgomery Streets and (v) any and all other necessary easements or documents to effectuate the transfer and ongoing use of the Garage and Plaza.



DEPARTMENT OF LAW

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

September 16, 2022

Susan R. Katzoff Corporation Counsel

Joseph W. Barry III First Assistant Corporation Counsel

Lee R. TerrySenior Assistant
Corporation Counsel

Todd M. LongSenior Assistant
Corporation Counsel

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

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

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

www.syrgov.net

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

Dear Ms. McBride:

Please place on the Common Council agenda for its upcoming meeting on September 26, 2022, a request to authorize certain documents in conjunction with the transfer of the City's portion of the Towers Realty LR, LTD Garage (aka AXA Garage) (the "Garage") to Towers Realty LR, LTD ("Towers").

As you know, by Ordinance No. **512-2022** dated August 1, 2022 the Common Council authorized the sale and transfer of the City's portion of the Garage to Towers as part of a settlement. Following the transfer, the City will continue to own the Tech Garden and the half of the plaza on which it sits.

In conjunction with the transfer of the Garage, the City and Towers will be entering into several real estate documents, including but not limited to, a reciprocal easement agreement ("REA") which will grant and/or provide, as applicable, each party all necessary easements to provide for: (i) access to and operational use and maintenance of, the Garage and the plaza; (ii) for ingress and egress to each the Garage and the Plaza (including both vehicular and pedestrian traffic); (iii) access to any infrastructure within the Garage necessary to support the Tech Garden and to install improvements associated with the Tech Garden expansion; (iv) access and use to the parking spots beneath the bed of each Madison and Montgomery Streets and (v) any and all other necessary easements to effectuate the transfer and ongoing use of the Garage and the plaza (collectively, the "Easements").

This is a request to authorize the Corporation Counsel, on behalf of the City, to execute the REA as well as all other necessary documents to effectuate the transfer and the settlement previously authorized by Ordinance 512-2022.

Thank you.

Yery truly yours,

Susan R. Katzoff Corporation Counsel

LOY

ORDINANCE AMENDING ORDINANCE NO. 678-2017 AS LAST AMENDED BY ORDINANCE NO. 606-2021 AUTHORIZING CONTRACT WITH HELPPEOPLE RELATIVE TO PROVIDING PROFESSIONAL SERVICES

BE IT ORDAINED, that Ordinance No. 678-2017 as last amended by Ordinance No. 606-2021 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

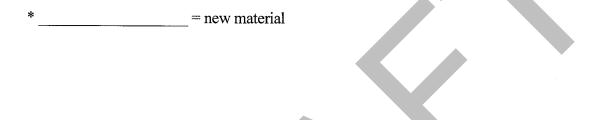
WHEREAS, the Mayor has approved the retention of HelpPeople to conduct the City's Employee Assistance Program, under the following terms:

- (1) HelpPeople shall provide counseling and consultation services for City employees including: supervisor training seminars, wellness workshops, Critical Incident Management sessions, diversity training and quarterly educational materials as well as providing substance abuse professional services throughout the term of the agreement;
- This agreement shall be managed by the City's Office of Personnel and Labor Relations for a three-year period beginning October 1, 2017 through September 30, 2020 with the option for two (2) one (1) year renewal periods upon approval by the Mayor and Common Council; the Agreement was previously renewed for the first one (1) year renewal period commencing October 1, 2020 through September 30, 2021 with one remaining one (1) year renewal option subject to the approval of the Mayor and the Common Council; the Agreement was previously renewed for the second one (1) year renewal period commencing October 1, 2021 through September 30, 2022; the Agreement is hereby extended for an additional three (3) month period commencing October 1, 2022 through December 31, 2022;
- (3) The City shall pay to HelpPeople an amount not to exceed \$40,000.00 each year for all services under this amended agreement and an amount not to exceed \$10,000.00 for all services provided during the additional three (3) month extension period commencing October 1, 2022 through December 31, 2022;

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 Budget Account #590701.01.90700.





OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 9, 2022

Richard Alsever Director

Margaret Chajka Assistant Director Patricia K. McBride City Clerk 231 City Hall Syracuse, New York

RE: Request Legislation to Extend Ordinance #606-2021 with HelpPeople

Dear Clerk McBride:

Please prepare legislation to be introduced at the next Common Council meeting extending Ordinance #606-2021, with HelpPeople, from October 1, 2022 to December 31, 2022.

HelpPeople, a local company, has provided the Employee Assistance Program (EAP) to all City employees for thirty-one years and have proven that they can satisfy the most important requirements for a successful EAP; those being: a) employees know the program is available to them; b) they have established confidentiality and trust between the employees and the provider; and c) their customer service has been excellent.

In addition to counseling and consultation services, HelpPeople provides the City of Syracuse's employees with supervisor training seminars, wellness workshops, Critical Incident Management sessions, diversity training and quarterly education materials, as well as provides Substance Abuse Professional Services. HelpPeople counselors are also trained as Substance Abuse Professionals and have been required to participate in twelve (12) hours of educational instruction and pass a national certifying exam.

Expenditures will not exceed \$10,000 for the 3-month period, from October 1, 2022 to December 31, 2022, for all services under the agreement.

All costs associated with the agreement shall be charged to the budget account no. 590701.01.90700.

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.syrgov.net

Sincerely,

Richard Alsever

Director of Personnel & Labor Relations



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 12, 2022

SUBJECT:

Extend Ordinance #606-2021 - HelpPeople

The Office of Personnel and Labor Relations is requesting to amend Ordinance #606-2021, with HelpPeople, from October 1, 2022 to December 31, 2022.

HelpPeople, a local company, has provided the Employee Assistance Program (EAP) to all City employees for thirty-one years and have proven that they can satisfy the most important requirements for a successful EAP; those being a) employees know the program is available to them; b) they have established confidentiality and trust between the employees and the provider and c) their customer service has been excellent.

In addition to counseling and consultation services, HelpPeople will provide the City of Syracuse's employees with supervisor training seminars, wellness workshops, Critical Incident Management sessions, diversity training and quarterly education materials, as well as provides Substance Abuse Professional Services. HelpPeople counselors are also trained as Substance Abuse Professionals and have been required to participate in twelve (12) hours of educational instruction and pass a national certifying exam.

Expenditures will not exceed \$10,000 for the 3-month period, from October 1, 2022 to December 31, 2022, for all services under the agreement.

All costs associated with the agreement shall be charged to the Budget Account No. 590701.01.90700.

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

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

Office 315 448-8252

315 448-8116

www.syrgov.net

Thank you for your attention regarding this matter.

Mayor Ben Walsh

City of Syracuse, New York

9/14/27 Date

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE
NO. 675-2019 AS LAST AMENDED BY
ORDINANCE NO. 743-2021 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. 743-2021 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

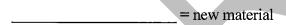
WHEREAS, the City of Syracuse, Onondaga County, and Oswego County issued a joint Request for Proposal for a vendor to administer their pharmacy benefits programs and the Mayor has approved the retention of ProAct, Inc., under the following terms:

- (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 was previously extended for the first one year renewal period effective January 1, 2021; this agreement is hereby extended for the second one year renewal period effective January 1, 2022 through December 31, 2022; and
- (3) The City shall pay 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; for the second one year renewal period the City shall pay ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,517,750 for the second one year renewal period; the cost not to exceed for the second one year renewal period is hereby increased by \$17,750.00 which shall cover the costs for 500 City employees to receive the flu shot at a cost to the City of \$35.50 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 \$7,517,750.00; NOW, THEREFORE,

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





OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Richard Alsever Director

Margaret Chajka Assistant Director September 9, 2022

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

RE: Request Legislation

Dear Clerk McBride:

Please prepare legislation to be introduced at the next Common Council meeting authorizing the City to amend ordinance #743-2021 to add the cost to supply and administer Flu shots to City of Syracuse employees to the current ProAct, Inc. Service Agreement. The dates for the City of Syracuse's Annual Flu Clinic for 2022 are to be determine.

The cost shall be \$35.50 per person and shall not exceed \$17,750.00 which would cover 500 employees and is covered under the City's Employee Health Benefit Plans. The not to exceed amount for the second one-year renewal period will increase from \$7,500,000.00 to \$7,517,750.00

All costs associated with the agreement shall be charged to the budget account no. 590601.01.90600.

Sincerely,

Richard Alsever

Director of Personnel & Labor Relations

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.syrgov.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 12, 2022

SUBJECT:

Amend Ordinance #743-2021 – ProAct, Inc.

On behalf of the Office of Personnel & Labor Relations, I am requesting to amend ordinance #743-2021 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 2022 are to be determined.

The cost shall be \$35.50 per person and shall not exceed \$17,750 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 \$7,517,750.

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 forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Mayor Ben Walsh

City of Syracuse, New York

Date.

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

Office 315 448-8252 Fax 315 448-8116

www.syrgov.net

ORDINANCE AMENDING ORDINANCE
NO. 676-2019 AS LAST AMENDED BY
ORDINANCE NO. 744-2021 AUTHORIZING A
CONTRACT WITH CPI-HR (NOW KNOWN AS
ALERA GROUP RELATIVE TO PROVIDING
AFFORDABLE CARE ACT CONSULTING AND
DASHBOARD ACCESS SERVICES

BE IT ORDAINED, that Ordinance No. 676-2019 as last amended by Ordinance No. 744-2021 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 Mayor has waived the Request for Proposal Process and approved the retention of CPI-HR now doing business as Alera Group, under the following terms:

- (1) CPI-HR (Alera Group) shall provide all required Affordable Care Act consulting and dashboard access services, including but not limited to education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting;
- This contract shall be for a period of one year effective as of the date the agreement is fully executed; this contract was previously extended for an additional one-year period through 2021, was subsequently extended for an additional one-year period effective September 19, 2021 through September 19, 2022, and is hereby extended for an additional one-year period effective September 20, 2022 through September 19, 2023; and
- (3) The City shall pay to CPI-HR (Alera Group) an amount not to exceed the sum of \$19,000.00 for all services under this amended agreement and payments shall be made in four (4) quarterly installments, (due as of October 15, 2022, February 15, 2023, May 15, 2023, and August 15, 2023)

; 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 #590601.01.90600 or another appropriate account as designated by the Commissioner of Finance.





OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Richard Alsever Director

Margaret Chajka Assistant Director September 9, 2022

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

RE: Legislation Amending Ordinance #744-2021

Dear Clerk McBride:

Please prepare legislation to be introduced at the next Common Council meeting amending ordinance #744-2021, authorizing the 2022 contract with Alera Group, previously known as CPI-HR, for Affordable Care Act ("ACA") consulting & dashboard access services, to extend all services through September 19, 2023.

Term of Contract: One (1) year contract, effective September 20, 2022 to September 19, 2023.

Attached please find an ACA Assistance Agreement from Alera Group, previously known as CPI-HR, offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, Cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, I recommend we amend Ordinance #744-2021 for ACA consulting and dashboard access services with Alera Group. The amount shall not exceed \$19,000.00 for all services, payable in four (4) quarterly installments due on 10/15/2022, 2/15/2023, 5/15/2023 and 8/15/2023.

The expenditures for this proposed one-year period would be paid from Budget Account #590601.01.90600.

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.syrgov.net

Richard Alsever

Sincerely,

Director of Personnel & Labor Relations



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Director

Julie Castellitto
Assistant Director

Timothy M. Rudd

TO:

Mayor Ben Walsh

FROM:

Timothy M. Rudd, Director of Management & Budget

DATE:

September 12, 2022

SUBJECT:

Amend Agreement- Alera Group, previously known as CPI-HR

The Office of Personnel & Labor Relations is requesting to amend Ordinance #744-2021, authorizing the 2022 contract Alera Group, previously known as CPI-HR, for Affordable Care Act ("ACA") consulting and dashboard access services, to extend all services through September 19, 2023.

Term of Contract: One (1) year contract, effective September 20, 2022 to September 19, 2023.

Attached please find an ACA Assistance Agreement from Alera Group, previously known as CPI-HR, offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, Cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, the Department of Personnel recommends the City amend Ordinance #744-2021 for ACA consulting and dashboard access services with Alera Group. The amount shall not exceed \$19,000 for all services payable in four (4) quarterly installments due on 10/15/2022, 2/15/2023, 5/15/2023 and 8/15/2023

The expenditures for this proposed one-year period would be paid from Budget Account #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.

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

Mayor Ben Walsh

City of Syracuse, New York

9/14/27 Date



This ACA Assistance agreement ("Agreement") is made September 20, 2022 (the "Effective Date") by and between City of Syracuse, (the "Client") and Alera Group (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

- 1. Scope of Services to be provided by Company. Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
- 2. Fees. Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
- 3. Term. This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
- 4. Personnel. The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
- 5. Client's Responsibility. Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including

without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

- 6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.
- 7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.
- 8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.
- 9. WARRANTY. The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION,

SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

- 10. Limitation of Liability; Indemnification. Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.
- 11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.
- 12. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.
- 13. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.
- 14. Successors and Assigns. This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.
- 15. Notices. Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service, where receipt is given, and addressed to such party at its last address appearing in the records of the

party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

- 16. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.
- 17. Entire Agreement. This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.
- 18. Third-Party Beneficiaries. No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[City of Syracuse]	
	Alera Group
Ву:	Ву:
lts:	Its:
Date:	Date:
Exhibit I	
Services	

If "ACA Consulting" or "ACA Consulting and Dashboard Access" is selected above, the Services will include ACA Consulting Services, in accordance with the following:

- I. Education and ACA Guidance—the Company will:
- o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);
- o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;

- o Develop generally accepted practices and procedures for ACA compliance;
- o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
- o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
- o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
- Provide guidance on regulatory tracking and filing requirements under the ACA;
- o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
- o Provide Client access to historical data and reports; and
- o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting). We will deliver a printable version of the 1095's. Option for print and mail is available and is outlined in the "Fee" section.
- III. Union education meetings—assist with union relationships related to ACA compliance:
- o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
- o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
- o Assist Client with strategy for Union Negotiations relative to ACA compliance
- IV. Financial Impact Consulting—
- o Consult with Client concerning ACA questions and concerns;
- Examine the cost of penalties versus providing coverage;
- o Estimate the potential cost for covering a higher number of participants on the plan;
- o Project financial impacts of those who become eligible; and
- Discuss market alternatives for minimum value plan for variable hour employees.

If "Dashboard Access" or "ACA Consulting and Dashboard Access" is selected above, the Services will include Dashboard Access, in accordance with the following:

I. Dashboard Access:

- o Access to a proprietary web-based application which assists users in compliance with employee tracking and other provisions of the ACA (referred to herein as the "Dashboard");
- o Access shall be granted via a limited, non-exclusive, non-transferable, non-sublicensable license to use the Dashboard on the Dashboard website;
- Access will include access to ACA-related content and updates;
- o Client will be able to generate reports ("Reports") that will assist them in analyzing the impact of the ACA on its business (in the case of a client that is an agency or broker ("Agency"), for its Clients;
- o The license to access the Dashboard may not be licensed or sub-licensed and Client will not permit any third-party to access the Dashboard;
- o Client is solely responsible for furnishing any and all equipment required to access the Dashboard; Services beyond Dashboard access (e.g., actuarial and consulting services in connection with reviewing Reports) shall be subject to an additional charge, which shall be agreed to in writing by Client and the Company.

II. Restrictions.

- Unless otherwise agreed, Client may not (i) use, copy, reproduce, publish, upload, post, transmit, commercialize, distribute, modify or transfer the Dashboard or any content provided thereon; (ii) reverse engineer, disassemble, decompile, or translate the Dashboard, or otherwise attempt to derive the source code of the Dashboard, modify or create derivative works of the Dashboard or any updates thereof, or authorize any third party to do any of the foregoing; (iii) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with, the Dashboard; or (iv) rent, lease, loan, resell for profit, distribute, sublicense or use the Dashboard in a time-sharing arrangement;
- Dashboard and Report usage is subject to the terms of use set out at the Company's website and the Company's privacy policy, as it may be amended and which is available at the Company's website:
- o Client will keep intact, and will not obscure, alter or remove any copyright and proprietary notices attached to the Dashboard and the Reports without the Company's prior written consent.

Exhibit II

ACA Consulting Services

Client will pay the Company \$19,000 for the ACA Consulting Services described in Exhibit I, which will be provided during the first year of the Term. This fee is payable in four (4) quarterly installment payments, due on 10/15/22, 2/15/23, 5/15/23 and 8/15/23. We will deliver the 1095's in a PDF format to the City to print and mail. The 1094 will be electronically filed by CPIHR on the City's behalf and a copy of the filing will be delivered to the City for its records.

General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.

Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the one year anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will shall promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

Ordinance No.

2022

ORDINANCE AUTHORIZING TRANSFER OF FUNDS FROM THE DEPARTMENT OF PUBLIC WORKS FOR USE BY THE OFFICE OF PERSONNEL AND LABOR RELATIONS TO COVER THE SALARY OF THE EQUIPMENT OPERATOR INSTRUCTOR

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Office of Personnel and Labor Relations:

From: Department of Public Works Budget Account

Account # 510100.01.14900

\$47,446.00

To: Office of Personnel and Labor Relations Budget

Account # 510100.01.14300

\$47,446.00

said funds will be used to cover the salary of Equipment Operator Instructor, in the manner provided by law.



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Richard Alsever Director

Margaret Chajka ·
Assistant Director

September 9, 2022

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

RE: Legislation for Approval to Transfer Funds from Department of Public Works Budget Account to Department of Personnel & Labor Relations Budget Account

Dear Clerk McBride:

Please prepare legislation to be introduced at the next Common Council meeting asking for approval to transfer \$47,446.00 from the Department of Public Works budget account number 510100.01.14900 (Salaries-F/T Bi-Weekly) to the Department of Personnel & Labor Relations budget account number 510100.01.14300 (Salaries-F/T Bi-Weekly).

These funds are to be used to cover the salary of the Department of Personnel & Labor Relations' position of Equipment Operator Instructor. This crucial role is responsible for instructing and training employees in vehicle/equipment operations and safety.

Sincerely,

Richard Alsever

Director of Personnel & Labor Relations

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.syrgov.net

6

Ordinance No.

2022

ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$577,333 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO BE USED BY THE
DEPARTMENT OF PUBLIC WORKS FOR THE
RESIDENTIAL SOLID WASTE COLLECTION
PILOT PROGRAM

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$577,333.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Public Works; said funds are to be used to fund the Residential Solid Waste Collection Pilot Program in the manner provided by law.

Ordinance No.

2022

ORDINANCE AUTHORIZING A CONTRACT WITH WASTE MANAGEMENT OF NEW YORK, LLC TO PROVIDE RESIDENTIAL SOLID WASTE HAULING SERVICES FOR THE CITY OF SYRACUSE ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS FOR THE RESIDENTIAL SOLID WASTE COLLECTION PILOT PROGRAM

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

WHEREAS, following the completion of the Request for Proposal (RFP) Process, the RFP Committee recommended award of a contract to Waste Management of New York, LLC to provide residential solid waste hauling services for the City of Syracuse on behalf of the Department of Public Works for the Residential Solid Waste Collection Pilot Program, which is designed to explore the use of City issued containers, 96 gallon wheeled carts, for residential trash collection on at least five (5) routes, as designated by the Commissioner of Public Works, in an effort to collect data regarding the potential for expansion of use of City issued containers for solid waste and/or recycling collection City-wide; and

WHEREAS, the Mayor has approved the retention of Waste Management of New York, LLC under the following terms:

- (1) Waste Management of New York, LLC shall provide residential solid waste hauling services for the City of Syracuse on behalf of the Department of Public Works for the Residential Solid Waste Collection Pilot Program utilizing City issued containers, 96 gallon wheeled carts, for residential trash collection on at least five (5) routes, as designated by the Commissioner of Public Works, in an effort to collect data regarding the potential for expansion for use of City issued containers for solid waste and/or recycling collection City-wide;
 - (2) The term of the contract shall be for a one (1) year period with the option of four (4)

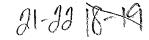
additional one (1) year renewal periods subject to the approval of the Mayor and the Common Council. The initial agreement shall be effective as of date of execution, with the hauling services anticipated to commence on or about January 2023; and

(3) The cost for all services to be provided under the agreement authorized herein shall not exceed \$577,333.00;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this contract shall be charged to the Budget Account #08.599808.14905.800012922 or another appropriate account as designated by the Commissioner of Finance for the American Rescue Plan Act (ARPA) funds appropriated for the Automation Sanitation Process, which was authorized contemporaneously with this Ordinance.





DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson Commissioner

Ann Fordock 1st Deputy Commissioner

Martin E. Davis, L.S. Deputy Commissioner September 2, 2022

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

Re: Requesting Mayoral Approval to enter into an agreement for a Pilot Program with Waste Management of New York, LLC for Waste Hauling and to use ARPA Funding at a cost not to exceed \$577,333.00

Dear Ms. McBride,

Please prepare legislation for the next meeting of the Common Council for authorization to enter into an agreement for a Pilot Program with Waste Management of New York, LLC to start hauling waste in carts on routes selected by the City of Syracuse using American Rescue Plan Act (ARPA) funds in an amount not to exceed \$577,333.00 per year. On August 22, 2022, the RFP Committee met to review the proposals and selected Waste Management of New York, LLC. Contract will commence January 2023. The contract will be for one (1) year from the date of execution with four (4) additional one (1) year renewal options.

Based upon the approval of the Mayor, the City would like to enter into a contract with Waste Management of New York, LLC, in an amount not to exceed \$577,333.00 from Account #08.599808.14905.800012922. ARPA funds in the amount of \$577,333.00 should be placed into the already established ARPA account; ARPA — Automation Sanitation Process; #08.599808.14905.800012922 to cover expenditures.

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

Very truly yours,

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

Office 315 448-2489 Fax 315 448-8531

www.syrgov.net

Ann Fordock

1st Deputy Commissioner of Public Works



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 2, 2022

Jeremy Robinson Commissioner

Ann Fordock 1st 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: Requesting Mayoral Approval to enter into an agreement for a Pilot Program with Waste Management of New York, LLC for Waste Hauling and to use ARPA Funding at a cost not to exceed \$577,333.00

Dear Mr. Rudd,

Please prepare a letter to the Mayor requesting authorization to enter into an agreement for a Pilot Program with Waste Management of New York, LLC to start hauling waste in carts on routes selected by the City of Syracuse using ARPA funds in an amount not to exceed \$577,333.00 per year. A committee meeting was held on 8/22/2022 and it was determined that Waste Management of New York, LLC was the lowest bidder and meets all other criteria. Contract will commence January 2023. The contract will be for (1) one year from the date of execution with (4) four additional (1) year renewals.

Based upon the approval of the Mayor, the City would like to enter into a contract with Waste Management of New York, LLC, in an amount not to exceed \$577,333.00 from Account #08.599808.14905.800012922. ARPA funds in the amount of \$577,333.00 should be placed into the already established ARPA account; ARPA – Automation Sanitation Process; #08.599808.14905.800012922 to cover expenditures.

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 heșita	ate to contact me.	
		1	
Approved: _	Jan V	/ Denied:	
	0		***************************************
Date:	1.2-22		

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

Office 315 448-2489 Fax 315 448-8531

www.syrgov.net

Thank you,

Ann Fordock

1st Deputy Commissioner of Public Works



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd

Julie Castellitto

Assistant Director

Director

TO: Mayor Ben Walsh

FROM:

Timothy M. Rudd, Director of Management and Budget

DATE:

September 2, 2022

SUBJECT: Appropriation of ARPA Funding & Agreement - Waste Management of New York,

LLC

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement for a Pilot Program with Waste Management of New York, LLC to start hauling waste in carts on routes selected by the City of Syracuse using American Rescue Plan Act (ARPA) funds in an amount not to exceed \$577,333.00 per year. On August 22, 2022, the RFP Committee met to review the proposals and selected Waste Management of New York, LLC. Contract will commence January 2023. The contract will be for one (1) year from the date of execution with four (4) additional one (1) year renewal options.

Based upon the approval of the Mayor, the City would like to enter into a contract with Waste Management of New York, LLC, in an amount not to exceed \$577,333.00 from Account #08.599808.14905.800012922. ARPA funds in the amount of \$577,333.00 should be placed into the already established ARPA account; ARPA - Automation Sanitation Process; #08.599808.14905.800012922 to cover expenditures.

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 06 2022

Date

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

Office 315 448-8252 Fax 315 448-8116

www.syrgov.net

ORDINANCE AUTHORIZING PUBLIC
HEARING AND RELATED REQUIRED
ADVERTISING RELATIVE TO THE CITY'S
APPLICATION TO THE EMPIRE STATE
DEVELOPMENT CORPORATION FOR THE
RESTORE NY COMMUNITIES INITIATIVE
GRANT

WHEREAS, the City intends to apply for up to \$5,000,000 of grant funds under the Restore NY Communities Initiative Grant program and recognizes that advertising and conducting of a public hearing and certain required advertising of assessment lists is required relative to said application; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby authorizes a public hearing relative to the City's application to the Empire State Development Corporation for the Restore NY Communities Initiative grant; and

BE IT FURTHER ORDAINED, that the attached Appendix "A" sets forth the projects which the City anticipates using the grant funds for; and

BE IT FURTHER ORDAINED, that the City Clerk is hereby directed to publish said public hearing notice as follows:

NOTICE IS HEREBY GIVEN that all persons interested in a proposed application by the City of Syracuse to the Empire State Development Corporation for the Restore NY Communities Initiative grant and the related Property Assessment Lists will be heard in reference thereto at a public hearing to be held at a meeting of the Common Council to be held in the Common Council Chambers in the City Hall, Syracuse, New York, at 12:00 p.m. on October 5, 2022, which public hearing will be relative to both the City's application for grant funding for building rehabilitation, demolition, and reconstruction of commercial, residential, and mixed use properties that are vacant and/or

underutilized in the Washington Square and Court Woodlawn neighborhoods in the not to exceed amount of \$5,000,000 and the Property Assessment Lists relating to the proposed projects as included with this public notice; and

BE IT FURTHER ORDAINED, that the public notice referenced above which notice shall include the project descriptions and the related Property Assessment Lists, shall be advertised in the City's official paper for three consecutive days commencing on or before September 29, 2022.

Appendix "A"

Restore NY Round VI City of Syracuse Washington Square Revitalization Initiative

#	Address	Project Type
1	2500 Grant Boulevard, Syracuse, NY 13208	Rehabilitation
2	510 Bear Street, Syracuse, NY 13208	Rehabilitation
3	621-23 LeMoyne Avenue, Syracuse, NY 13208	Rehabilitation
4	721 LeMoyne Avenue, Syracuse, NY 13208	Demolition
5	730 LeMoyne Avenue, Syracuse, NY 13208	Rehabilitation
6	301 Wolf Street, Syracuse, NY 13208	Rehabilitation



Ordinance No.

2022

ORDINANCE AUTHORIZING MAYOR TO SUBMIT AN APPLICATION FOR A RESTORE NY GRANT FROM THE NEW YORK STATE EMPIRE STATE DEVELOPMENT CORPORATION AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the New York State Empire State Development Corporation for a grant in an amount not to exceed \$5,000,000 as part of Round 6 of the Restore New York Communities Initiative; said funds will be used in support of building rehabilitation, demolition, and reconstruction of commercial, residential, and mixed-use properties that are vacant and/or underutilized in the Washington Square and Court-Woodlawn neighborhoods; no local match is required; and

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

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



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 9, 2022

Ms. Patricia McBride

City Clark

231 City Hall

Syracuse, NY 13202

Deputy Commissioner of Neighborhood Development

Michelle Sczpanski

Commissioner Michael Collins

RE:

Restore NY Communities Initiatives Application

Deputy Commissioner of Business Development Eric Ennis

Dear Ms. McBride:

Please prepare legislation for the September 26, 2022 meeting of the Common Council authorizing a City of Syracuse application and agreement with Round 6 of the Restore New York Communities Initiative, which is administered by the Empire State Development Corporation.

The grant request is in support of building rehabilitation, demolition, and reconstruction of commercial, residential, and mixed-use properties that are vacant and/or underutilized in the Washington Square and Court-Woodlawn neighborhoods. The application will be up to \$5 Million in eligible funds.

Municipal authorization is required of any municipality applying for Restore NY funding through the NYS Consolidated Funding Application process. This authorization commits no City funds to the project.

Additionally, please note that we are also requesting authorization and scheduling a public hearing in order to discuss the application request and the property assessment list. This hearing must be noticed for a minimum period of three (3) consecutive days.

If you have any questions, please contact me at 315-448-8471.

Sincerely,

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

Eric Ennis

Deputy Commissioner

Department of Neighborhood & Business Development

Office 315 448 8100

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



General Ordinance No.

ORDINANCE APPROVING A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY SITUATED AT 910-912 PARK STREET WITH ASSOCIATED PARKING AT 913-915 PARK STREET

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on August 29, 2022, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of House Sy 1, LLC, owner and of Sean Nelson, applicant, for a special permit for a restaurant on property situated at 910-912 Park Street, Syracuse, New York, with the associated parking on the property situated at 913-915 Park Street, to modify the floor plan, site plan, and signage in order to maintain existing land uses and signage on the property pursuant to Part B, Section III, Article 2, Part B, Section 1, Article 1, 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:

Resolution Date: August 29, 2022 Release Date: August 30, 2022 SP-22-08

A RESOLUTION APPROVING IN PART A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY SITUATED AT 910-912 PARK STREET WITH ASSOCIATED PARKING ON PROPERTY SITUATED AT 913-915 PARK STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 29th day of August, 2022, adopt the following resolution:

- WHEREAS, the applicant, Sean Nelson, is requesting a Special Permit for a Restaurant on property situated at 910-912 Park Street with associated parking on property situated at 913-915 Park Street 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 July 18, August 8, and August 29, 2022, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, 910-912 Park Avenue is a regular-shaped corner lot with an existing building, a lot width of 73.92 feet fronting on Park Street, and a lot depth of 99 feet fronting on East Division Street; and
- WHEREAS, 913-915 Park Avenue is a regular-shaped corner lot with a surface parking lot, a lot width of 35.75 feet fronting on Park Street, and a lot depth of 99 feet fronting on East Division Street; and
- WHEREAS, the properties lie within a Local Business, Class A zoning district, as do the neighboring properties along this portion of Park Street; neighboring properties to the north and south lie within a Residential, Class A zoning district; and
- WHEREAS, land use in the area consists primarily of residential uses with some isolated commercial uses along Park Street; and
- WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Northside neighborhood, as Neighborhood Center; and
- WHEREAS, on January 21, 2016, the Board of Zoning Appeals granted a variance (V-16-01) for the establishment of eight dwelling units and one restaurant; and
- WHEREAS, on May 1 2017, the Board of Zoning Appeals approved a modification for an existing variance (V-16-01M1) to modify existing floor plans to reduce the number of apartments to seven, establish an on-site storage area, convert an existing restaurant into 526 square feet of office space and two commercial spaces; and
- WHEREAS, additional land uses on the site include an unidentified office space and seven dwelling units; and

Resolution Date: August 29, 2022 Release Date: August 30, 2022

SP-22-08

WHEREAS, the scope of work includes interior renovations to a space previously occupied by a restaurant, exterior renovations to the front façade of an existing building on 910 Park Street and the establishment of a parking lot on 913-15 Park Street; and

- WHEREAS, a revised packet of plans was presented to the City Planning Commission during the Public Hearing on August 29, 2022, which indicated:
 - that the proposed Restaurant will be offering brunch and dinner daily;
 - the serving of drinks and kitchen service will end at 10:00 p.m., although the space will remain open to serve non-alcoholic beverages and snacks until 11:00 p.m.; and
 - that any live music or other entertainment will also wrap up by 10:00 p.m.; and
- WHEREAS, during the discussion phase of the Public Hearing staff questioned the inclusion of the proposed entertainment as presented by the applicant as it was not indicated in the original submittal and would necessitate a waiver from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the proposed restaurant's proximity to a residential zoning district; and
- WHEREAS, the applicant confirmed that the proposal WILL NOT include live and/or electronically amplified entertainment; and
- WHEREAS, the application identified the hours of operation to be Monday-Saturday from 12:00 p.m. until 2:00 a.m. and Sunday from 12:00 p.m. until 6:00 p.m.; during the Public Hearing the applicant revised the hours of operation to be Tuesday through Sunday from 11:00 a.m. until 11:00 p.m.; and
- WHEREAS, the Site Plan (Sheet L-2) dated April 8, 2022, and last revised on August 19, 2022, illustrates site conditions for 910-912 Park Street consisting of concrete pavers and grass in lieu of asphalt, new curbing and trash can enclosure, and a bicycle rack; and for 913-915 Park Street consisting of a paved parking lot with eleven off-street parking spaces with access to Park Street via a 16-foot wide driveway, grass in lieu of asphalt, bollards along the north and east sides of the parking spaces, a six-foot wood fence, and two existing exterior light fixtures; and
- WHEREAS, the floor plan for the proposed restaurant (Sheet A-1) dated April 8, 2022, and last revised on August 19, 2022, illustrates the proposed restaurant with approximately 1,500 square feet of customer area consisting of a front room with a bar, and a rear room; and
- WHEREAS, the exterior elevation plan (Sheet A-2) dated April 8, 2022, illustrates proposed exterior renovations and finishing materials, and the location for a proposed wall sign; and
- WHEREAS, the sign plan (Sheet A-3) dated April 8, 2022, and last revised on August 19, 2022, illustrates a 34-square foot, non-illuminated wall sign above the entrance to the restaurant facing Park Street, and an 11-square foot, non-illuminated, single-sided ground sign located adjacent to the parking lot driveway, facing Park Street; and

Resolution Date: August 29, 2022 Release Date: August 30, 2022 SP-22-08

WHEREAS, existing and proposed land uses on the property necessitate 57 off-street parking spaces consisting of 50 spaces for the proposed restaurant and seven spaces for the dwelling units; the applicant is proposing 11 off-street parking spaces; the City Planning Commission has the authority to waive any portion of the off-street parking requirement for the restaurant; the City Planning Commission does not have the authority to waive the residential off-street parking requirement; and

- WHEREAS, the applicant requested an Area Variance from the Board of Zoning Appeals from the residential parking requirements; the Board of Zoning Appeals granted the requested Variance (V-16-01M2) on August 25, 2022, to waive the residential off-street parking requirement for the seven dwelling units at 910-912 Park Street; 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 proposed restaurant requires 50 off-street parking spaces; the applicant is proposing 11 off-street parking spaces on property situated at 913-915 Park Street; 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 illustrates the driveway for the parking lot situated at 913-915 Park Street adjacent to the southern lot line; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(f) of the City of Syracuse Zoning Rules and Regulations, as amended, in that no driveway opening on a public right-of-way shall be located within thirty feet of another such driveway; available aerial photography of the site shows the proposed driveway approximately 20 feet from the nearest driveway fronting on park Street; 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 2, a minimum of eight feet in width, measured inward from the street line for the entire length of the sidewalk, exclusive of approach drives, shall be reserved for landscape treatment; the site plan does not show the required street line treatment area for either property at 910-912 and 913-915 Park Street; and
- WHEREAS, the proposal further 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 restaurant parking areas shall be maintained at least ten feet from any residentially used or zoned property; the site plan shows the parking area at 913-915 Park Street directly abuts a residentially zoned property; and
- WHEREAS, the proposal necessitates five waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, driveway location, driveway opening, street line treatment area, and parking location regulations; and

Resolution Date: August 29, 2022 Release Date: August 30, 2022 SP-22-08

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 29th day of August, 2022, APPROVE IN PART the request of Sean Nelson for a Special Permit for a Restaurant on property situated at 910-912 Park Street with associated parking on property situated at 913-915 Park Street 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 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:
- Building & Zoning Code Analysis (Sheet C-1); Special Permit, 910-912 Park Street; Job: 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022; last revised: 8-19-2022; scaled: as noted;
- Property Survey (Sheet L-1); Location Survey on New Lot No.53A-Block No. 121, dated 08-16-18, scaled: 1"=20"; Job 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022:
- Site Plan & Notes (Sheet L-2); Special Permit, 910-912 Park Street; Job: 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022; Rev 3: 8-19-2022; scaled: as noted;

- Signs, Bicycle Rack & Fence Plan (Sheet A-1); Special Permit, 910-912 Park Street; Job: 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022; Rev 3: 8-19-2022; scaled: as noted;
- Elevations and Proposed Changes (Sheet A-2); Special Permit, 910-912 Park Street; Job: 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022; scaled: as noted;
- Bar Area Detail Plan (Sheet A-3); Special Permit, 910-912 Park Street; Job: 221-39; prepared by: William J Pitcher, Registered Architect; dated: 4-8-2022; Rev 3: 8-19-2022; scaled: as noted;
- 4. Signage for the proposal is limited to a 34-square foot, non-illuminated wall sign above the entrance to the restaurant facing Park Street, and an 11-square foot, non-illuminated, single-sided ground sign located adjacent to the parking lot driveway, as noted in condition number three above:
- 5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

BE IT FURTHER RESOLVED that this Commission GRANTS the requested waivers from Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the off-street parking, driveway location, driveway opening, street line treatment area, and parking location regulations as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that this Commission DOES NOT GRANT a waiver 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 entertainment location regulations as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that there shall be NO live and/or electronically amplified entertainment at the property;

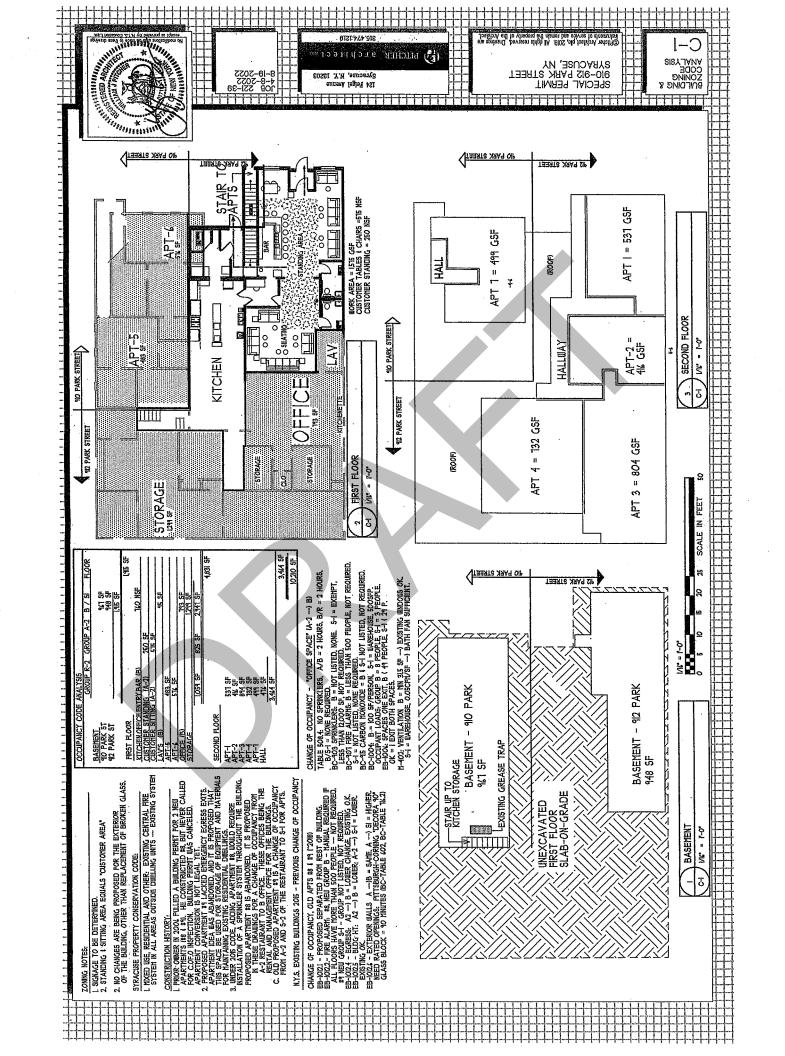
BE IT FURTHER RESOLVED that the applicant shall abide by the hours of operation as identified in the preamble to this resolution;

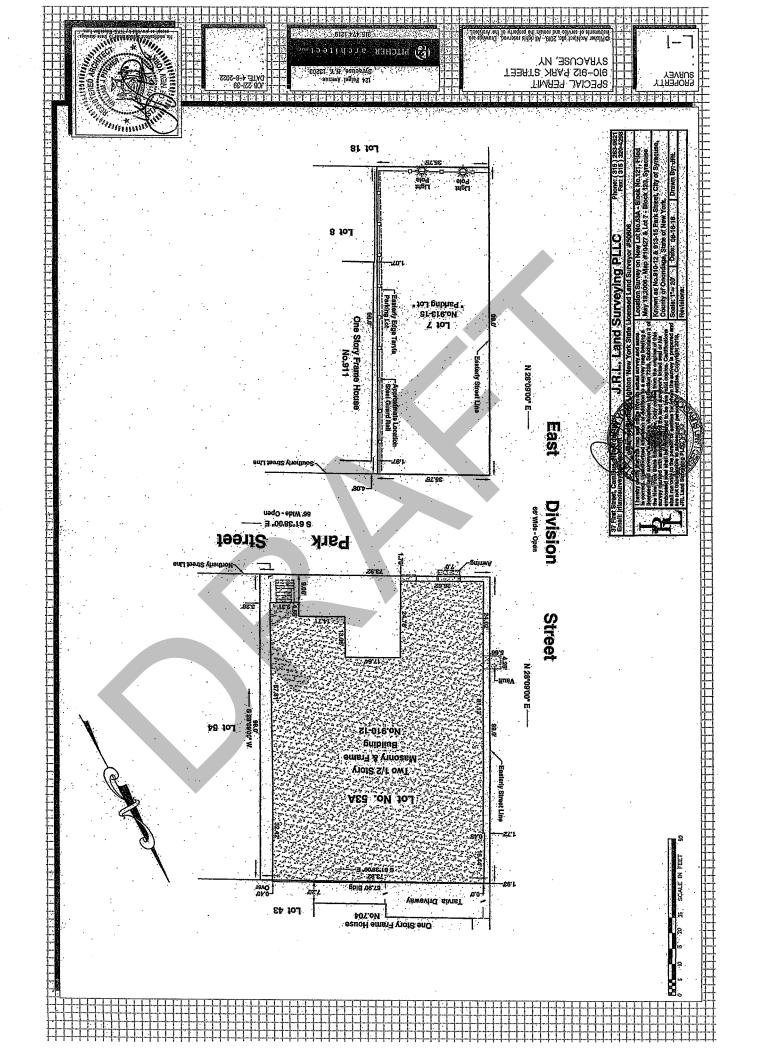
BE IT FURTHER RESOLVED that approval of this resolution does not relieve the applicant from compliance with any other regulatory or licensing provisions applicable thereto by the properly constituted Federal, State, County or City authorities to include, but not limited to the City of Syracuse Departments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

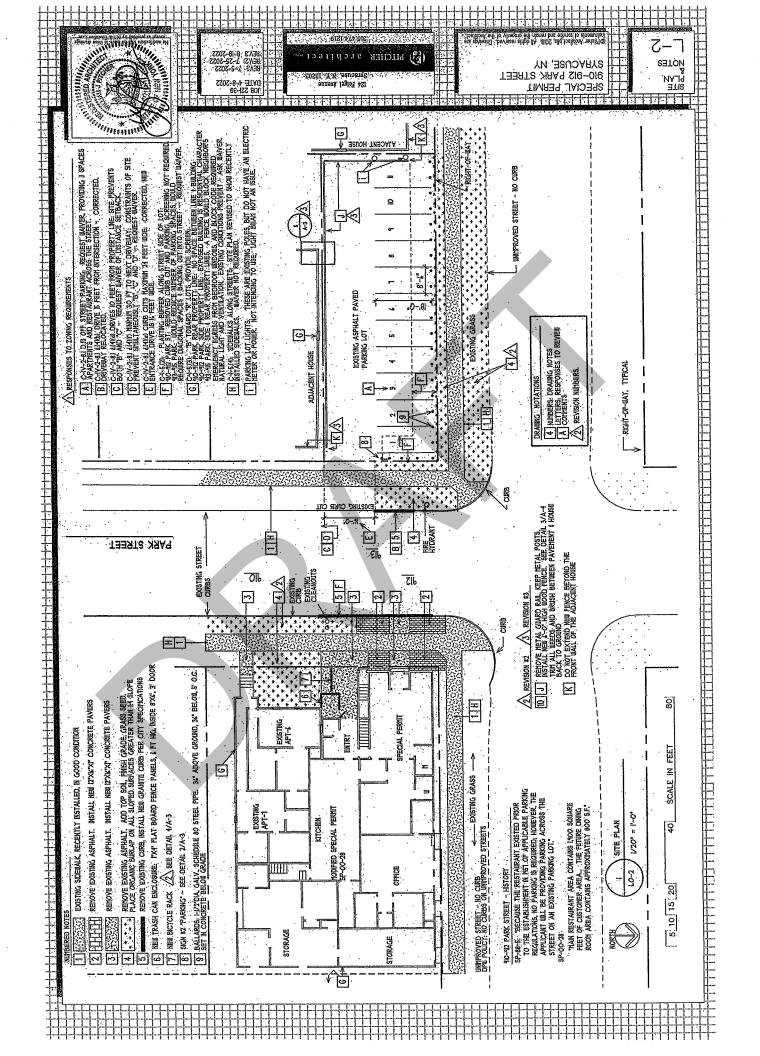
BE IT FURTHER RESOLVED that if the conditions enumerated above are not complied with, this Special Permit shall be subject to revocation;

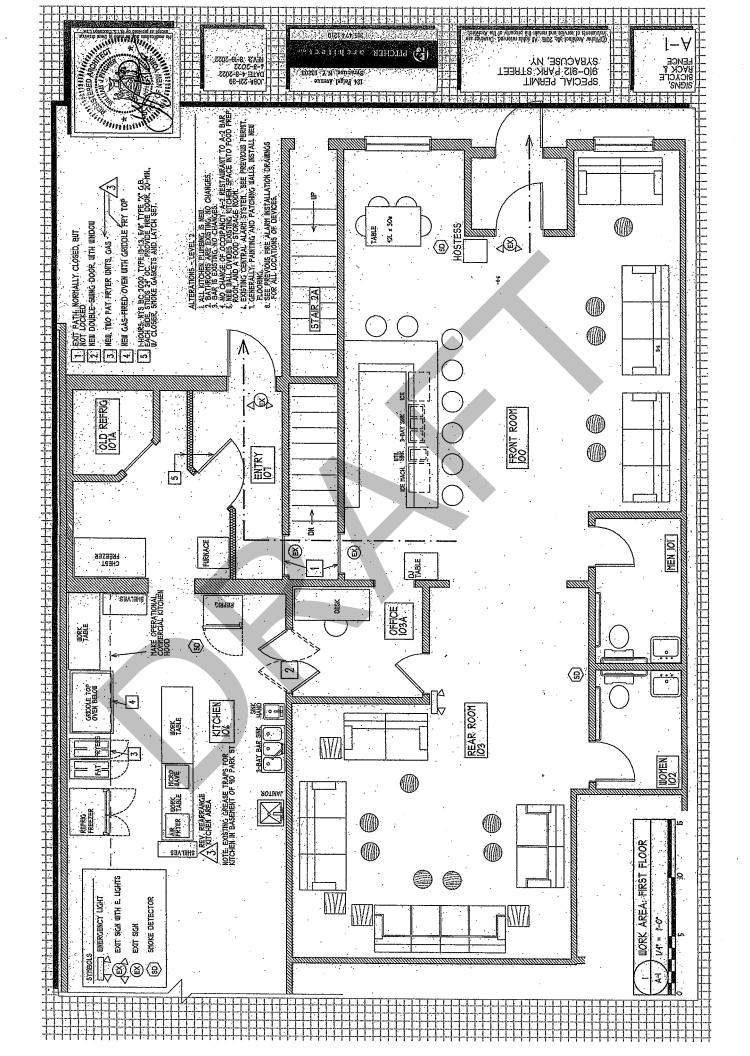
BE IT FURTHER RESOLVED that this resolution is subject to the consent and approval of the Common Council of the City of Syracuse.

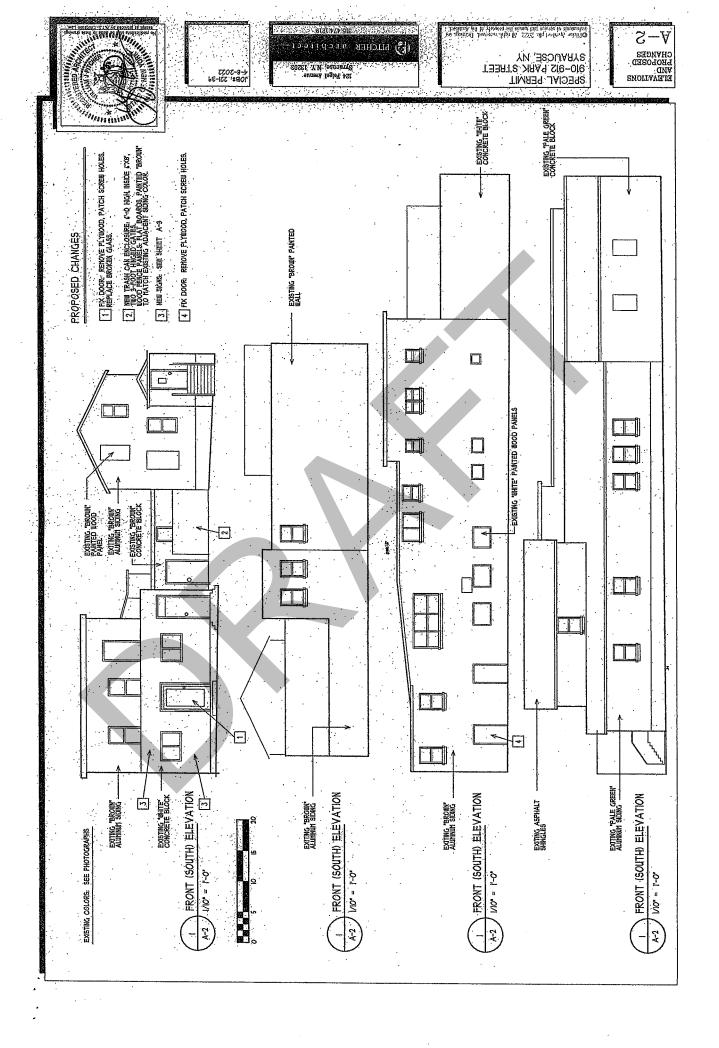
Steven W. Kulick, Chairperson City Planning Commission

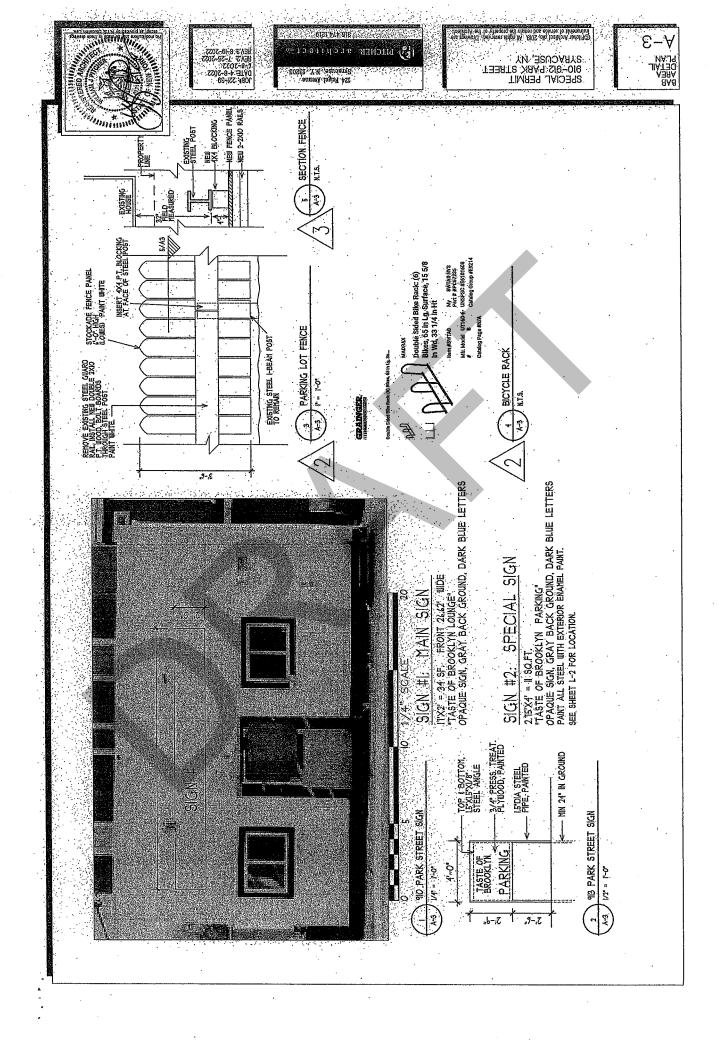












Agency	Use	Only	[If a	app	licable

Project: SP-22-08Date: 8/29/2022

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Agen	cy Use Only [If applicable]
Project:	SP-22-08
Date:	8/29/2022

Short Environmental Assessment Form Part 3 Determination of Significance

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

	and the second of the second o
that the proposed action may result in one or more pote environmental impact statement is required.	rmation and analysis above, and any supporting documentation, entially large or significant adverse impacts and an rmation and analysis above, and any supporting documentation, adverse environmental impacts.
City of Syracuse Planning Commission	8/29/2022
Name of Lead Agency	Date
Heather A. Lamendola	Zoning Administrator
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)
	C (C C C C C C C C C C C C C C C C C C



Office of Zoning Administration

25

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola
Zoning Administrator

September 14, 2022

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

Re: <u>SP-22-08</u>

Special Permit for a Restaurant on Property Situated at 910-912 Park Street with Associated Parking at 913-915 Park Street

with Associated Parking at 913-915 Park Street

Dear Ms. McBride;

On August 29, 2022, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

Nine people spoke in favor of the proposal over the course of three Public Hearings. No one spoke in opposition to the proposal, however, twenty written comments, letters, and/or e-mails were submitted in opposition to the proposal.

The Commission granted five waivers from Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the off-street parking, driveway location, driveway opening, street line treatment area, and parking location 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

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

Ends: (6)

Owner;

House Sy 1, LLC

1245 50th Street Brooklyn, New York 11219

www.syrgov.net

Applicant: Sean Nelson

108 Hobart Avenue

Syracuse, New York 13203

15

Ordinance No.

2022

ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF SYRACUSE OF \$10,000 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE FOR THE 2022/2023 ANTI-VIOLENCE INITIATIVE

BE IT ORDAINED, that the Mayor be and he hereby is authorized to accept \$10,000.00 from the New York State Division of Criminal Justice to be used for the 2022/2023 Anti-Violence Initiative; said funds shall be used by the Mayor's Office to Reduce Gun Violence to cover operating expenses related to the 2022/2023 Anti-Violence Initiative including but not limited to contractual services, travel, equipment, property rental and other associated expenses; no local match is required; and

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

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



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

Janet L. Burke Director, Bureau of Research

September 8, 2022

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

Re: Request for Legislation

Dear City Clerk McBride:

Please prepare legislation for the upcoming meeting of the Common Council authorizing the City of Syracuse to enter into an agreement with the New York State Division of Criminal Justice Services (DCJS) for the 2022-2023 Anti-Violence Initiative grant in an amount not to exceed \$10,000.

These funds will be used by the Mayor's Office to Reduce Gun Violence for operating expenses, including but not limited to contractual services, travel, equipment, property rental and/or other operating expenses.

No local match is required.

Sincerely,

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

Office 315 448-8020 Fax 315 448-8008

www.syrgov.net

Teux & Burke

Janet L. Burke Director, Bureau of Research



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 12, 2022

SUBJECT:

Agreement with New York State Division of Criminal Justice Services (DCJS)

On behalf of the Department of Research, I am requesting the City to enter into an agreement with the New York State Division of Criminal Justice Services (DCJS) for the 2022/2023 Anti-Violence Initiative grant in an amount not to exceed \$10,000.

These funds will be used by the Mayor's Office to Reduce Gun Violence for operating expenses, including but not limited to contractual services, travel, equipment, property rental and/or other operating expenses.

No local match is required.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh

City of Syracuse, New York

Date

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

Office 315 448-8252 Fax 315 448-8116

www.syrgov.net

Ordinance No.

2022

ORDINANCE AUTHORIZING MAYOR TO SUBMIT AN APPLICATION FOR A GRANT FROM THE NEW YORK STATE DORMITORY AUTHORITY IN AN AMOUNT NOT TO EXCEED \$191,000 AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the New York State Dormitory Authority through the State and Municipal Facilities Program (SAM) for a grant in an amount not to exceed \$191,000.00; said funds will be used by the Syracuse Police Department for the purchase and installation of additional surveillance cameras to be located in the following areas: Furman Street, Hoefler Street, Ballantyne St, and Dudley Street; no local match is required; and

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

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



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 8, 2022

Janet L. BurkeDirector, Bureau of
Research

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

Dear City Clerk McBride:

Please prepare legislation for an upcoming meeting of the Common Council authorizing the City of Syracuse to apply for the State and Municipal Facilities Program (SAM) and to enter into an agreement with the New York State Dormitory Authority, under the State and Municipal Facilities Program (SAM), and receive funds in an amount not to exceed \$191,000.

Grant funds will be used for the purchase and installation of additional surveillance cameras to be located in the following areas: Furman St., Hoefler St., Ballantyne St, and Dudley St.

No local match is required.

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

Sincerely,

Janet L. Burke

Director, Bureau of Research

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

Office 315 448-8020 Fax 315 448-8008

www.syrgov.net

ORDINANCE AUTHORIZING A CONTRACT WITH COMMAND PRESENCE LLC RELATIVE TO PROVIDING EFFECTIVE LEADERSHIP TRAINING FOR THE SYRACUSE POLICE DEPARTMENT

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

WHEREAS, the Mayor has waived the Request for Proposal Process and approved the retention of Command Presence LLC, under the following terms:

- (1) Command Presence LLC shall provide effective leadership training services for the Syracuse Police Department. The training services shall include but not be limited to "Leading Without Rank" Training to both Syracuse Police Officers and non-sworn personnel with career development and provide practical leadership strategies that can be integrated into everyday life to improve individual and organizational activities;
- (2) The term of this contract will be from September 1, 2022 through June 30, 2023;
- (3) The City shall pay Command Presence LLC an amount not to exceed \$6,250.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that the costs associated with this agreement shall be charged to Budget Account #542500.01.31220 or another appropriate account as designated by the Commissioner of Finance.



1st Deputy Chief Richard F. Shoff, Jr.



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

SYRACUSE POLICE DEPARTMENT

Joseph L. Cecile, Chief

August 29th, 2022

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

RE: Request to enter into an agreement - Command Presence, LLC

Dear Ms. McBride,

Please prepare legislation to be introduced at the next scheduled Common Council meeting on behalf of the Department of Police to enter into an agreement with Command Presence, LLC to provide effective leadership training services to the Police Department.

The purpose of the agreement is to provide training services including but not limited to 'Leading Without Rank' training. This training will assist both officers and non-sworn personnel with career development and provide practical leadership strategies that can be integrated into everyday life to improve individual and organizational activities.

The agreement is requested for the period of September 2022 through June 2023. Expenditures not to exceed \$6,250 will be charged to account # 542500.01.31220.

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

Sincerely

Richard Shoff, Jr.

1st Deputy Chief of Police



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd

Director

Honorable Mayor Ben Walsh

FROM:

TO:

Timothy M. Rudd, Director of Management & Budget

DATE:

September 16, 2022

SUBJECT:

Agreement - Command Presence, LLC

Julie Castellitto **Assistant Director**

On behalf of the Department of Police, I am requesting the City of Syracuse to enter into an agreement with Command Presence, LLC to provide effective leadership training services to the Police Department.

The purpose of the agreement is to provide training services including but not limited to 'Leading Without Rank' training. This training will assist both officers and non-sworn personnel with career development and provide practical leadership strategies that can be integrated into everyday life to improve individual and organizational activities.

The agreement is requested for the period of September 2022 through June 2023. Expenditures not to exceed \$6,250 will be charged to account # 542500.01.31220.

If you agree to waive the RFP process and enter into an agreement, please sign below and return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh

City of Syracuse, New York

SEP 1 9 2022

Date

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

Office 315 448-8252 315 448-8116

www.syrgov.net



BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000.00) TO DEFRAY THE COST AND EXPENSE OF THE FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Fire Department Apparatus Replacement Program which calls for the purchase of two (2) 50 foot, 2000 gallon per minute Telesquirt Fire Engines for the Department of Fire, at a cost not to exceed Two Million Six Hundred Thousand Dollars (\$2,600,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Million Six Hundred Thousand Dollars (\$2,600,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 27 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is twenty (20) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than

three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

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

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

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

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

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

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) 50 FOOT, 2000 GPM TELESQUIRT FIRE ENGINES FOR THE DEPARTMENT OF FIRE AS PART OF THE FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

BE IT ORDAINED, that this Common Council hereby authorizes the purchase of two (2) 50 foot, 2000 gallon per minute Telesquirt Fire engines for the Department of Fire as part of the Fire Department Apparatus Replacement Program at a total cost not to exceed \$2,600,000.00; and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; charging the cost thereof to proceeds of the sale of bonds in the amount of \$2,600,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Michael J. Monds Chief of Fire

Daniel P. DownesFirst Deputy Chief

Richard KisselsteinExecutive Deputy Chief

Deputy Chiefs

Elton Davis
James Farewell
Zachary Smith
Leonard Danielewicz
Nicholas Pagano

September 8, 2022

Patricia K. McBride City Clerk 230 City Hall Syracuse, NY 13202

Re: Request for Legislation

Dear Ms. McBride:

The Department of Fire requests the preparation of legislation for submission to the Common Council for action at their next scheduled meeting to appropriate the following funds from the Capital Improvement Plan:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the Fire Department Apparatus replacement program at a cost not to exceed \$2,600,000.
- Ordinance to authorize the Fire Department to proceed with the Apparatus replacement program at a cost not to exceed \$2,600,000.

It is the intent of the Department of Fire to utilize these funds to purchase two (2) fifty (50') foot Telesqurt, two-thousand (2000) gallon per minute Fire Engines. These funds are to be appropriated to a capital account determined by the Commissioner of Finance to account for the costs of this program.

Respectfully Submitted, Wichael J. Woods Michael J. Monds Chief of Fire

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

Office 315 473 5525 Fax 315 422 7766

www.syrgov.net



City of Syracuse AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date: 10/1/2022	Department: FIRE	
Project Name:	Engine Apparatus Replacement Program	
Project Cost:	\$2,600,000	
Contact Name:	Chief Michael J. Monds	
Project Description:	The Department of Fire will utilize the	ese funds to purchase two fire engines
	for the Fire Department Apparatus re	eplacement CIP program.
	Projected Time Line & Funding	Source(s)
Estimated Start Date:	10/1/2022 Estimated Completion Date:	3/31/2025
Funding Source:	Bond Dolla	ar Amount: \$2,600,000
Local Share: Cash Ca	ipital	
Local Share: Bonds (c	complete schedule below) \$2,600,000	
State Aid/Grant (ident	ify)	
Federal Aid/Grant (ide	entify)	
Other (ARPA)		
Other (TBD)		
	Total Project Funding(must equal cost)	s: \$2,600,000
	Estimated Project Borrowing	Timeline
Year	Fiscal Year	Estimated Amount to Borrow
1 ; . 1 1 1	2024	\$2,600,000
2		
3 4		
5		
Total Estimated Amount to Bo	rrow (if different than "Local Share: Bonds" above, explain)	\$2,600,000
Approval to proceed y	with request for legislation is hereby granted.	
, approval to proceed t	viai request iet legislatier le rieresty grantea.	
Project in CIP Plan:	Yes Reason("No"):	
Project in Oir Flan.	Tes (Neason (No.).	
Director of Administra	ation:	Date:
Director of Administra	AUO11.	
Director of Managem	nent & Budget:	Date:
Commissioner of Fina	ance:	Date:
104		·

ORDINANCE AUTHORIZING A PUBLIC HEARING CONCERNING THE CITY OF SYRACUSE HOME-ARP AWARD ALLOCATION PLAN AND THE CITY OF SYRACUSE'S APPLICATIONS FOR FISCAL YEAR 2022-2023 HOME-ARP AWARD ALLOCATION AWARD PROGRAM TO BE ATTACHED TO THE THIRD YEAR ACTION PLAN, PROGRAM YEAR 48

WHEREAS, the rules and regulations promulgated by the Federal Department of Housing and Urban Development for Home-ARP Award Investment Plan funds require that a public hearing be held to obtain the views of citizens with respect to a municipality's participation in the proposed HOME-ARP Award Investment Plan; NOW, THEREFORE,

BE IT ORDAINED, that the City Clerk be and hereby is authorized and directed to publish a notice of public hearing to be held by this Common Council to be held in Common Council Chambers, Third Floor City Hall, 233 E. Washington Street, Syracuse, New York 13202 at 1:00 p.m. on Tuesday, October 11, 2022, with respect to the City of Syracuse's HOME ARP award of (\$5,132,982.00), a copy of the draft budgets for this program for Program Year 48 is attached hereto as Exhibit "A"; and

BE IT FURTHER ORDAINED, that said public hearing will be held in accordance with the General Municipal Law of the State of New York and notice of such hearing shall be published in the official newspaper of the City of Syracuse at least ten (10) days prior to the date of the public hearing, exclusive of the date the hearing is actually held.

Exhibit "A"

HOME-ARP Draft Budget

Funded Activities for HOME-ARP		raft Budget Amount	% of Allocation
Supportive Services	\$	-	0.0%
Non-Profit Capacity Building* - (5% Max.)‡	\$	256,649	5%
*Reserve to assist small developers, if necessary			
Acquisition & Development of Non-Congregate Shelters	\$	-	0.0%
Tenant Based Rental Assistance	\$	-	0.0%
Development of Affordable Rental Housing	\$	4,106,386	80.0%
Non-Profit Operating	\$	-	0.0%
HOME Administration - (15% Max.)*	\$	769,947	15.0%
TOTAL HOME-ARP FUND ALLOCATION FROM HUD	\$	5,132,982	100.0%
#Mandated by HOME regulations			
Total Allocation	\$	5,132,982	



Ordinance No.

2022

ORDINANCE AUTHORIZING SUBMISSION TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF AN APPLICATION FOR SYRACUSE HOME-ARP AWARD TO BE ATTACHED TO THE THIRD YEAR ACTION PLAN, PROGRAM YEAR 48

WHEREAS, the City of Syracuse is an eligible community to receive HOME-ARP Award for 2022-2023 pursuant to the Housing and Community Development Act of 1974 (the "Act"); and

WHEREAS, the primary objective of said Act is to develop a viable urban community by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, under Title I of the Act and related regulations of the United States Department of Housing and Urban Development (42 U.S.C. 12701), it is required that the Community Development Program be approved by the local legislative body; and

WHEREAS, the Department of Neighborhood and Business Development (formerly known as the Department of Community Development) has held a public comment meeting on the Community Development Program in the Common Council Chambers, Third Floor of City Hall, Syracuse, New York 13202 on September 28, 2022 at 5:30 p.m.; and

WHEREAS, the Common Council of the City of Syracuse has held a public hearing on the HOME-ARP award allocation which is part of the Third Year Action Plan (2022-2023), Program Year 48 of the Community Development Program in the Common Council Chambers, Third Floor of City Hall, Syracuse, New York 13202 on October 11, 2022 at 1:00 p.m.; NOW THEREFORE,

BE IT ORDAINED, that this Common Council hereby approves the 2022-2023 HOME-ARP Award for the City of Syracuse as set forth in the proposed HOME-ARP award allocation plan which is attached as Appendix "A" to this Ordinance; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse is hereby authorized to execute any and all documents needed to facilitate the HOME-ARP award including the certifications set forth in Section 91.225-Certifications which are on file with the City Clerk and before this Council if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized to execute and file with the United States Department of Housing and Urban Development an application, a copy of which is on file with the City Clerk and before this Council, for the HOME-ARP Award in an amount not to exceed \$5,132,982.00.

Exhibit "A"

HOME-ARP Draft Budget

Funded Activities for HOME-ARP		raft Budget Amount	% of Allocation
Supportive Services	\$		0.0%
Non-Profit Capacity Building* - (5% Max.)‡	+	256,649	5%
*Reserve to assist small developers, if necessary	 	230,043	J 70
Acquisition & Development of Non-Congregate Shelters	\$		0.0%
Tenant Based Rental Assistance	4		0.0%
Development of Affordable Rental Housing	\$	4,106,386	80.0%
Non-Profit Operating	\$	-,	0.0%
HOME Administration - (15% Max.)*	4	769,947	15.0%
TOTAL HOME ARP FUND/ALLOCATION FROM (HUD)	i i	5,132,982	100.0%
Mandated by HOME regulations		7,132,302	100.0%
Total Allocation	\$	5,132,982	······································





DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner Michael Collins

Deputy Commissioner of Neighborhood Development Michelle Sczpanski

Deputy Commissioner of Business Development Eric Ennis September 15, 2022

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

Re: Legislation Request – Application to HUD and Approval of City of Syracuse HOME-ARP award plan

Dear Clerk McBride:

Please prepare legislation for the upcoming Common Council meeting on behalf of the Department of Neighborhood and Business Development, for application to HUD and approval of the draft City of Syracuse HOME-ARP award allocation plan. The HOME-ARP Plan is both an application to the U.S. Department of Housing and Urban Development for the awarded amount of \$5,132,982, and a draft plan detailing how the funds will be spent.

Attached please find budget that details the draft budget allocations for the HUD determined funding categories. Categories have been chosen through extensive outreach and communication with housing and homeless prevention providers. The City conducted these efforts jointly with Onondaga County, as the County determines the allocation of their HOME-ARP award. Virtual and in-person meetings were held with Continuum of Care member agencies, community partners, and a survey was conducted to solicit the input used to develop this plan.

As noted in the draft budget, funding is directed into three categories: development of affordable rental housing, non-profit capacity building, and administration. Funding for rental housing will be awarded through the existing application process for HOME funding, in conjunction with the priorities defined in our outreach process with area providers. Applications are on a per-project basis, where HOME-ARP funding is typically a portion of the total development capital. Non-profit capacity building will is intended to support the growth of small development agencies new to utilizing housing development subsidies.

There is a 15-day public comment period, which will begin on September 19, 2022 and end at 4:00 on October 11, 2022. The department will hold a public comment meeting on the Plan at 5:30 on September 28, 2022. The Council will hold a hearing at a date and time to be determined by the City Clerk.

I am happy to answer any questions at x8743 or via email at

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www.syrgov.net



msczpanski@syrgov.net.

Sincerely,

Michelle Sczpanski

Deputy Commissioner of Neighborhood Development

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

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