



**CITY OF SYRACUSE, MAYOR BEN WALSH**  
**300 South State Street, Suite 700 Syracuse, NY 13202**

Department of Neighborhood and Business Development  
 Jake Dishaw, Zoning Administrator  
 Office of Zoning Administration – P: (315)448-8640 E: Zoning@syr.gov

<b><i>R-22-63M1</i></b>	<b><i>Staff Report – January 22, 2024</i></b>
<b><i>Application Type:</i></b>	Resubdivision Modification
<b><i>Project Address:</i></b>	1030-60 East Genesee Street (048.-12-02.1)
<b><i>Summary of Proposed Action:</i></b>	The applicant proposes to modify an approved resubdivision (R-22-63) that separates one lot into two new lots for the future five-story apartment building that has been approved in 2023 (Opus at Syracuse) and an existing hotel (Mayflower).  New Lot 1060-A: 86317 sq.ft./ 1.982 acres New Lot 1030-A: 30648 sq.ft./ 0.704 acres
<b><i>Owner/Applicant</i></b>	Gary Brandeis, president, Scholar Syracuse (Owner & applicant)
<b><i>Existing Zone District:</i></b>	Urban Core, MX-4 Zone District
<b><i>Surrounding Zone Districts:</i></b>	The neighboring properties to the north, south, and west are the MX-4 Zone District, and to the east of the property is the Neighborhood Center, MX-2 Zone District.
<b><i>Companion Application(s)</i></b>	None
<b><i>Scope of Work:</i></b>	Separate two new lots from 1030-60 East Genesee St. New Lot 1060-A will be used for the five-story apartment (Opus at Syracuse). New Lot 1030-A will be used for the existing Mayflower Hotel. An easement will be created between two proposed lots to share the same access at East Genesee Street to the residence.
<b><i>Staff Analysis:</i></b>	<b><u>Pros:</u></b> The new proposed easement will provide shared access to the parking lot for both the residences and customers of the hotel. <b><u>Cons:</u></b> The staff has determined there are no potential negative impacts from the proposal.
<b><i>Zoning Procedural History:</i></b>	1030-60 East Genesee Street: <ul style="list-style-type: none"> <li>- R-22-63   Resubdivision: Divide one property situated at 1030-60 E Genesee St into two new lots. Approved on 2/21/2023.</li> <li>- PR-22-24   Project Site Review: Demolish the existing 2-story masonry Hotel (Collegian Hotel) and construct a five-story 145-unit residential building and parking garage with 131 spaces for Opus and 86 spaces for the Mayflower, approved on 2/21/2023</li> <li>- V-02-09M2   Area Variance: Modify Area Variance (Scholar Hotel - Opus at Syracuse) including Structural Coverage, FAR + Existing Front and Side Yards, Parking, approved on 1/6/2022</li> <li>- PR-21-24   Project Site review: Construct a seven-story, 104-unit apartment building (Scholar Hotel - Opus at Syracuse), approved 12/13/2021</li> <li>- AS-19-17   Sign Waiver: Waiver of Area, Number, Height, and Location</li> <li>- V-02-09M1   Area variance: Modify an existing area variance for parking and setback waivers in order to enclose an existing open terrace located primarily within the city right-of-way on a 2.69-acre lot in an Office Class B Zoning district, approved on 5/1/2024.</li> <li>- V-02-09   Area Variance: Waived the required parking, the front, side, and rear setbacks to construct an interconnection of the Executive Quarters and the</li> </ul>

**R-22-63M1**

	<p>Genesee Inn and a 12,000-square-foot addition to the Genesee Inn, approved on 6/2/2002</p> <ul style="list-style-type: none"><li>- R-02-14   Resubdivision: Combine six(6) parcels into one(1) new lot, approved on 5/2/2002</li><li>- V-72-61   Variance: Expand accessory restaurant in motel, approved on 10/18/1972</li><li>- V-69-1  Variance: Construct 15’x 21’ addition (Mohawk Manor Inn), approved on 3/6/1969</li><li>- V-66-5  Variance: Erect Swimming pool in the rear lot ( Mohawk Manor Motorists Hotel), approved on 3/6/1966</li><li>- V-61-18   Variance: Permit electrically- illuminated sign marked “ Hotel”, approved on 6/14/1961</li><li>- V-61-2   Variance: Permit electrically- illuminated sign, dismissed on 2/8/1961</li><li>- C-1546   Conditional Use : Erect various signs for the hotel (Mohawk manor), approved on 12/9/1957</li><li>- C-1529   Conditional Use: Erect various signs for the hotel (Mohawk Manor). Approved on 9/10/1957</li><li>- C-1494   Conditional Use: Permit electrically-illuminated sign in Re. B Zone denied on 6/26/57</li><li>- C-1283 Conditional Use: Construct a hotel, approved on 1/23/1956</li></ul>
<p><b>Summary of Zoning History:</b></p>	<p>The subject parcel 1030-60 East Genesee Street was a combination of 6 lots that were combined 2002. The subject site presently consists of two principal buildings. The property known as the Mayflower Hotel is a seven-story masonry building, and the property known as Collegian Hotel is a two-story masonry building, which was built through the approval of Conditional Use in 1956. In 2021, a Project Site Review, PR-21-24, was approved to construct a seven-story, 104-unit apartment building, but the applicant has not submitted the building permit. The proposed building has not commenced construction. In 2022, a Project Site Review, PR-22-24, was approved to demolish the existing 2-story masonry Hotel (Collegian Hotel) and construct a five-story 145-unit residential building and a parking garage with 131 spaces for Opus and 86 spaces for the Mayflower Hotel; the companion resubdivision, R-22-63, which divided one lot into two lots received approval from City Planning Commission on 2/21/2023. No building permit is in the process regarding the Project Site Review, PR-22-24, and the applicant has not filed the approved resubdivision map in Onondaga County Clerk's Office. The parcel remains as one lot, and Collegian Hotel and Mayflower Hotel stay at present.</p>
<p><b>Code Enforcement History:</b></p>	<p>See the attached code enforcement history.</p>
<p><b>Zoning Violations:</b></p>	<p>The proposed lot has no zoning violations.</p>
<p><b>Summary of Changes:</b></p>	<p>The proposal creates a new easement for shared access between new lot 1030A and New Lot 1060-A, and lot line adjustment in contrast to the approved resubdivision R-22-63.</p>
<p><b>Property Characteristics:</b></p>	<p>The subject property is regular in shape with 412.5 feet of frontage on 1030-60 Genesee Street West and a lot depth of 415.14 feet.</p>
<p><b>SEQR Determination:</b></p>	<p>Pursuant to the New York State Environmental Quality Review Regulations, the proposal is an Unlisted Action.</p>

**Onondaga County  
Planning Board  
Referral:**

Pursuant to GML §239-l, m and n, the proposal was reviewed by the Onondaga County Planning Board with no opposition.

**Application Submittals:** The application submitted the following in support of the proposed project:

- Resubdivision application
- Short Environmental Assessment Form Part 1
- Draft Easement for resubdivision
- .Resubdivison Map, SUBDIVISION OF NEW LOT 1A OF A SUBDIVISION ON PART OF BLOCK No.366, , City Of Syracuse, County Of Onondaga, New York, State Of New York; Licensed Land Surveyor: DOUGLAS R.LEHR; Scale: 1''= 30'; Dated: 12/19/2023.

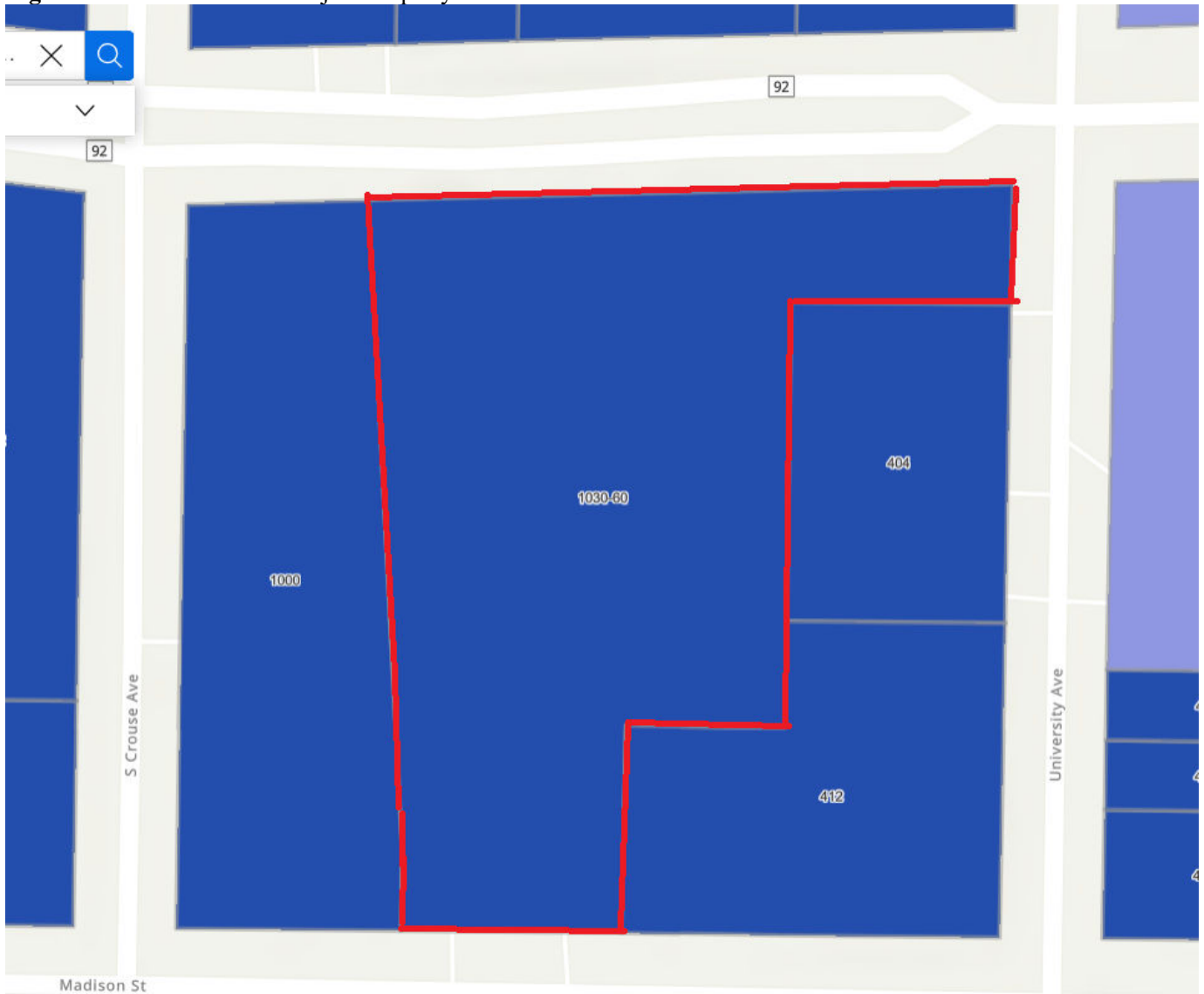
**Attachments:**

Resubdivision Application  
Short Environmental Assessment Form Part 2 & Part 3  
Code Enforcement History  
OCPB Comments

Resolution --Approved Project Site Review PR-22-24  
Draft Easement for resubdivision  
IPS Comments from City Departments

**Context Maps:**

**Figure 1:** Zone District of Subject Property



Description: Figure 1 shows the current Zone District of the subject property.

Image Source: City of Syracuse Neighborhood and Business Development, ReZone Syracuse Zoning Map

Figure 2: Aerial Imagery of Subject Property



Description: Figure 2 shows satellite imagery of the Mayflower Building ( left) and the Collegian Hotel (right) on the subject property.

Image Source: Onondaga County GIS on the Web, <https://spatial.vhb.com/onondaga/> (SOCPA Citation)

City of Syracuse  
Office of Zoning Administration

RESUBDIVISION / LOT ALTERATION APPLICATION

One Park Place, 300 S State St \*Suite 700\* Syracuse, NY 13202  
315-448-8640 \* zoning@syr.gov.net \* www.syr.gov.net/Zoning.aspx

Office Use Filing Date: 12/28/2023 Case: R-22-63M1 Zoning District: MX-4

**REQUESTED** (Check applicable and provide the subdivision name, existing and proposed number of lots, and total area.)

	Subdivision Name	Number of Lots	Total Area
<input checked="" type="checkbox"/> Resubdivision:	Opus at Syracuse	1	
<input type="checkbox"/> Lot Alteration:			

TAX ASSESSMENT ADDRESS(ES)	TAX MAP ID(S) (000.-00-00.0)	OWNER(S)	DATE ACQUIRED
1) 1060 EAST GENESSEE ST.	048.-12-02.1	Scholar Syracuse LLC	2018
2)			
3)			
4)			

As listed in the Department of Assessment property tax records at <http://syr.gov.net/Assessment.aspx> - 315-448-8280.

**COMPANION ZONING APPLICATION(S)** (List any related City Zoning applications, if applicable, e.g., Resubdivision, Special Permit, Project Site Review, etc.)

- 1) ReSubdivision - 2) Adjust Lines From 3) Prior Approved.

**PROJECT CONSTRUCTION** (Check all that apply and briefly describe, as applicable.)

<input checked="" type="checkbox"/> Demolition (full and partial):	2-Story Genessee Grande Structure
<input type="checkbox"/> New Construction:	5- level structure
<input type="checkbox"/> Façade (Exterior) Alterations:	
<input type="checkbox"/> Site Changes:	

**PROJECT INFORMATION** (Briefly describe, as applicable.)

Project Name:	Opus at Syracuse
Current Land Use(s):	Hotel + Parking Lot
Proposed Land Use(s):	Residential + Hotel
Number of Dwelling Units:	145 in Residential, Mayflower - 82 ROOMS
Days and Hours of Operation:	24/7
Number of Onsite Parking Spaces:	213 + 4 existing surface, employee parking spaces

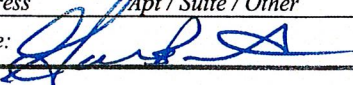
**PROJECT DESCRIPTION** (Provide a brief description of the project, including purpose or need, and justification.)

This application is to adjust the "lines" of the previously approved sub-division to remove the encroachments as shown of the "Genessee Building".

**City of Syracuse Office of Zoning Administration**

**PROPERTY OWNER(S) (required)**

As listed in Department of Assessment property tax records (<http://syrgov.net/Assessment.aspx> - 315-448-8280). If not listed as the owner, please provide proof of ownership, e.g., a copy of the deed. Attorney's signing on behalf of the owner must include a letter describing the legal arrangement. If the property owner is a Corporation or Organization, the person signing must provide member verification. **Contract purchasers, tenants, architects, engineers, contractors, etc. CANNOT sign on behalf of the owner.**

<i>GARY</i>	<i>Brandeis</i>	<i>Resident</i>	<i>School Syracuse</i>		
First Name	Last Name	Title	Company		
<i>1066 E. Genessee Street</i>		<i>Syracuse</i>	<i>NY</i>	<i>13210</i>	Phone: <i>(610) 247-7055</i>
Street Address		Apt / Suite / Other	City	St	Zip
* Signature: 		Date: <i>12/27/23</i>		Email: <i>gbrandeis@recapmgmt.com</i>	

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	
* Signature:		Date:				

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	
* Signature:		Date:				

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	
* Signature:		Date:				

**\* OWNER SIGNATURE DECLARATION**

I understand that false statements made herein are punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct. I also understand that any false statements and/or attachments presented knowingly in connection with this application will be considered null and void.

**APPLICANT(S) (if applicable)**

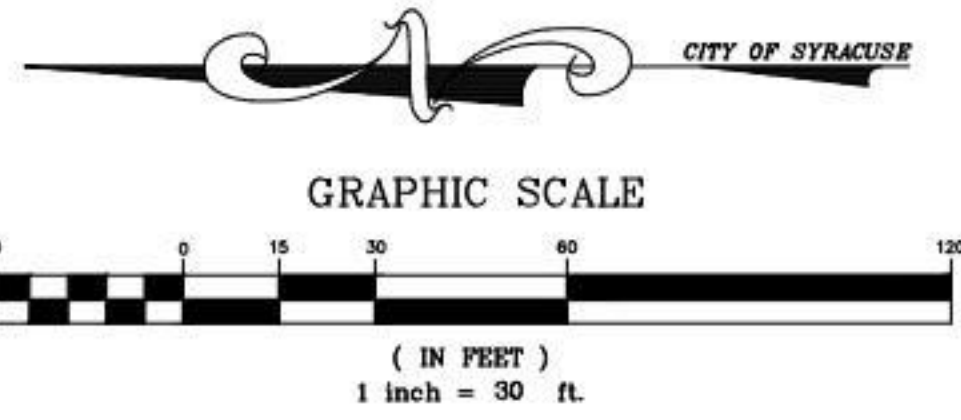
First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	

**REPRESENTATIVE(S)/CONTACT(S) (if applicable)**

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	

First Name	Last Name	Title	Company			Phone:
Street Address	Apt / Suite / Other	City	St	Zip	Email:	



**UNIVERSITY AVENUE**

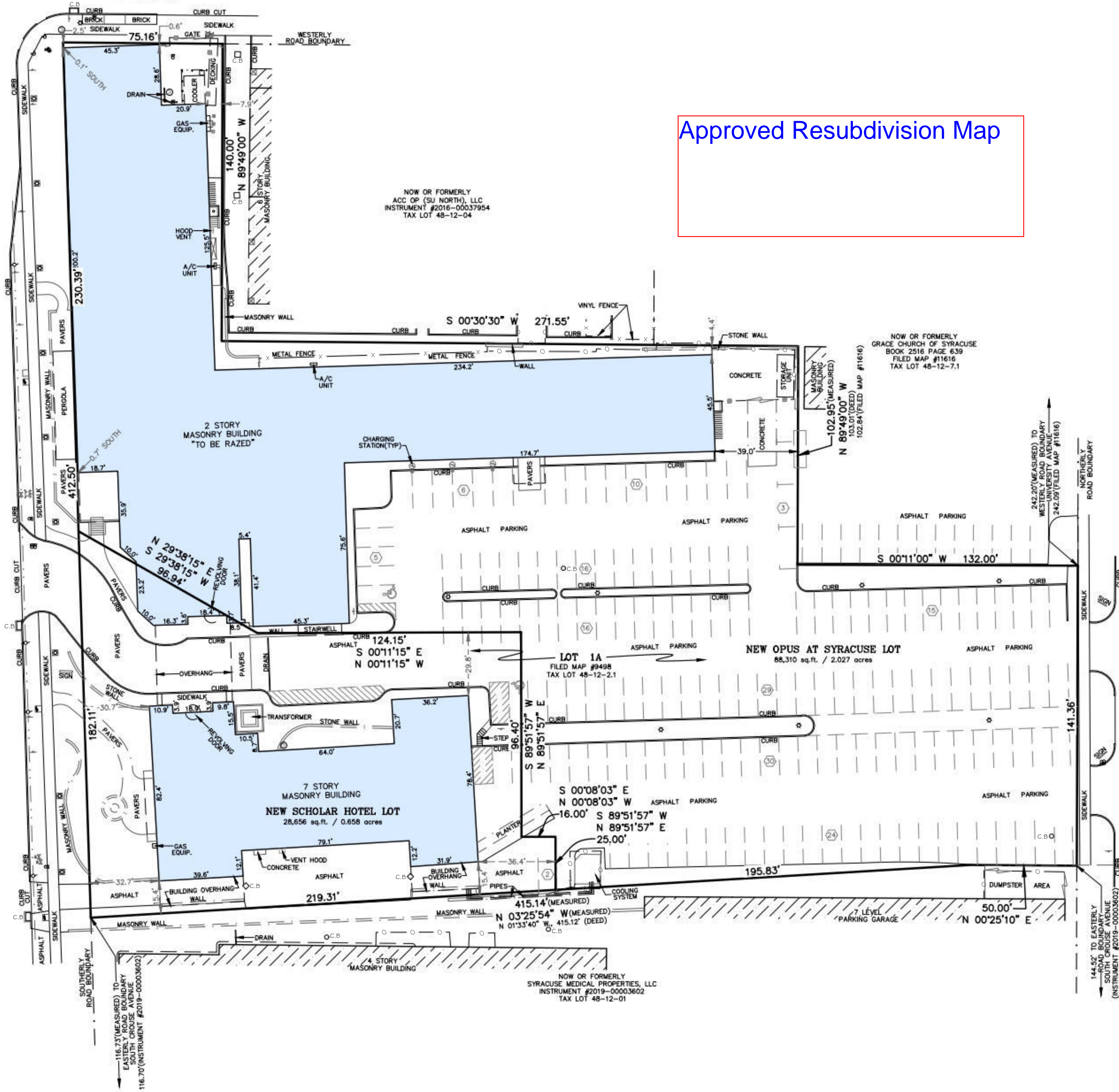
S 00°30'30" W  
66' RIGHT OF WAY

**EAST GENESEE STREET**

N 88°11'00" E  
99' RIGHT OF WAY

**MADISON STREET**

N 89°49'00" W  
66' RIGHT OF WAY



Approved Resubdivision Map

**ZONING INFORMATION**

Zoned - OB - Office District, Class B

Permitted Uses:  
Apartment Houses, Hotels and Motels

Minimum Yard Requirements:  
Front Yard - 20 feet  
Side Yard - 4 feet  
Rear Yard - 5 feet

Maximum Lot Coverage - 40 percent

Maximum Parking Surface Coverage - 80 percent

Residential Density Requirement - 425 square feet per dwelling unit

Floor Area Ratio - 1.5

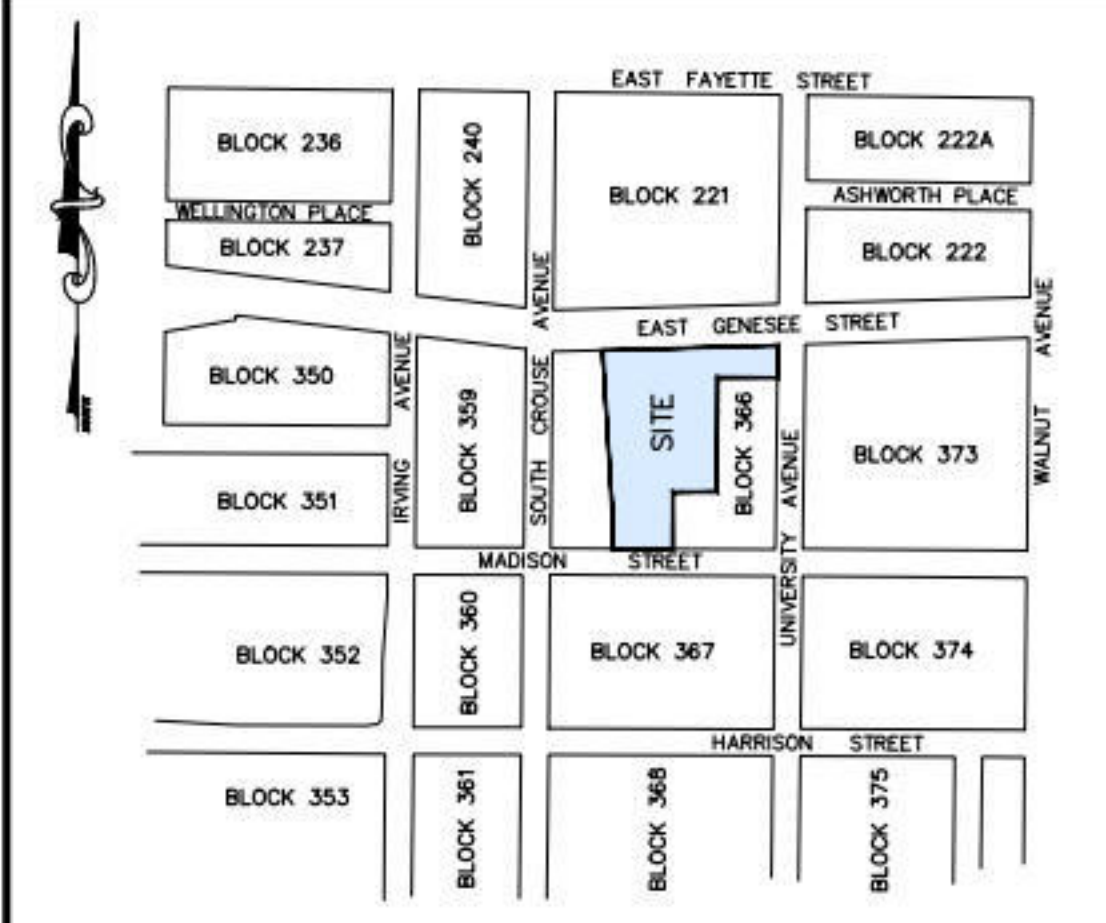
Minimum Open Space Requirement - 15 percent

Off-Street Parking Requirement:

Motels and Hotels: 1 space for each guest room

Apartment House: 1 space for each dwelling unit

Zoning information from syrgov.net/Zoning\_Ordinances.aspx and is subject to interpretation and all zoning information should be verified by the City of Syracuse before use.



**VICINITY MAP**  
NO SCALE

**LEGEND**

- LIGHT POLE - ○
- UTILITY POLE - ◊
- HYDRANT - ⦿
- MANHOLE - ⊙
- HANDICAP PARKING - ♿
- DIRECTIONAL ARROW - →
- CATCH BASIN - □
- BOLLARD - ●
- WATER VALVE - ⦿
- CLEAN OUT - ⊕
- LIGHT CAN - ⊕
- EXISTING PARKING SIGN - ⊕
- SIGNAL POLE - ⊕
- CROSSWALK POLE - ⊕
- CHAIN LINK FENCE - ○
- WOOD STOCKADE FENCE - □
- FENCE AS LABELED - x
- OVERHEAD UTILITY LINES - - - -
- GUARD RAIL - —+—+—+—+

Only survey maps with the Land Surveyor's embossed seal are genuine true and correct copies of the surveyor's original work and opinion.

Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

Certifications indicated hereon shall apply only to the persons for whom this survey was performed and on their behalf to the title insurance company governing agency and lending institution and to the assignees of the lending institution and/or subsequent owners.

This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain insurance for any subsequent or future grantees.

Survey prepared without the benefit of an abstract.

Location surveys do not include the staking of the property corners except as shown.

No building construction and/or improvements can be performed until the correct applications have been submitted for approval.

No additional field work was performed after October 27, 2021.

**APPROVALS**

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**OPUS AT SYRACUSE  
SUBDIVISION**  
PRELIMINARY PLAN

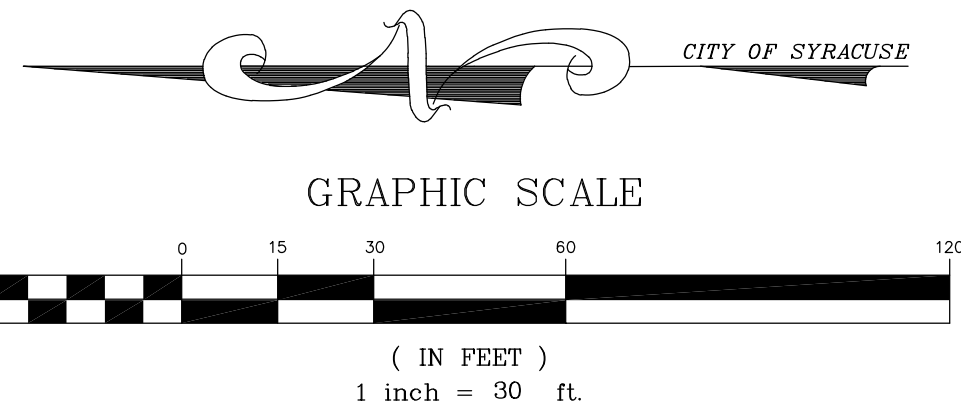
No.	DATE	DESCRIPTION	BY

**LEHR**  
LAND SURVEYORS D.P.C.  
**IP**  
116 SALINA STREET - SUITE 6  
OVERPOOL NEW YORK 13088  
315-451-3333  
info@lehrsyracuse.com

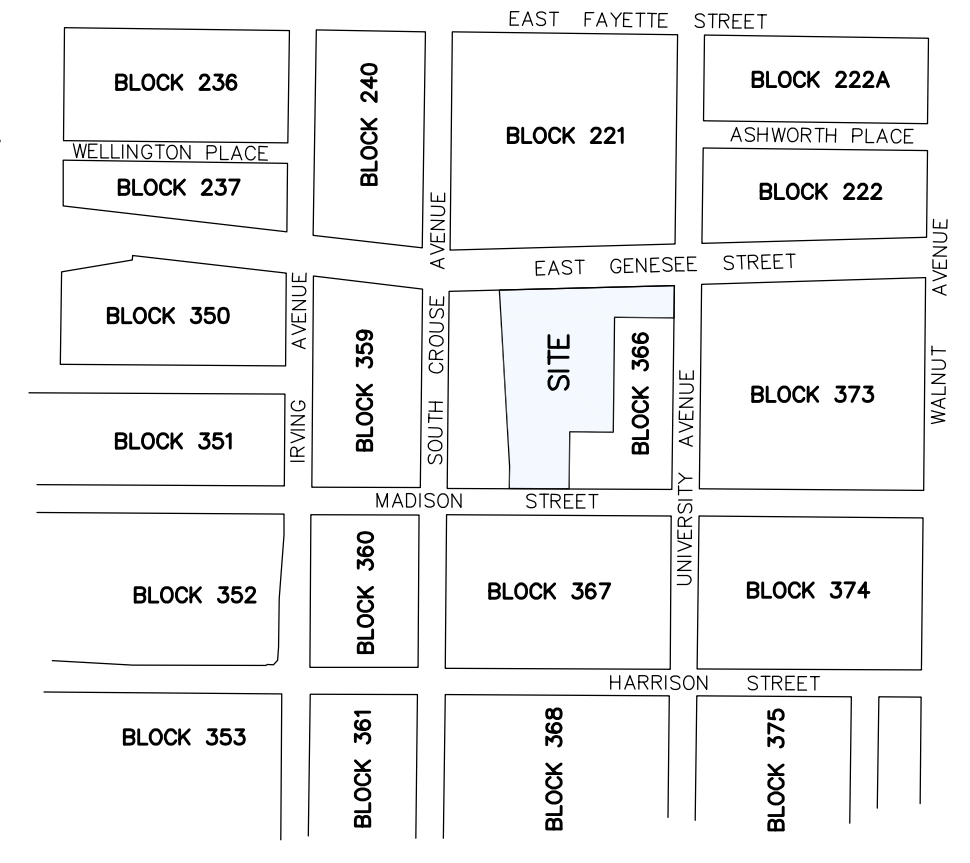
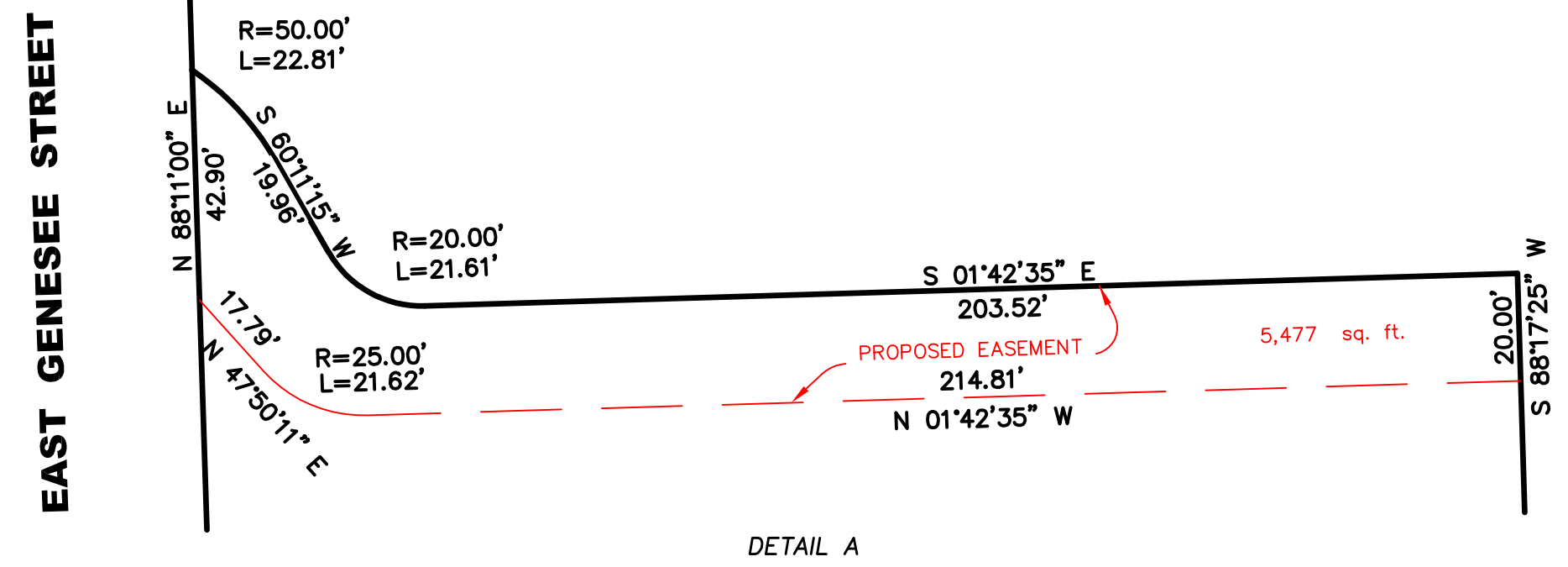
I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY.  
Douglas R. Lehr  
Douglas R. Lehr, Sumoat/  
NYSLS 9223

RE-SUBDIVISION OF NEW LOT 1A OF A RESUBDIVISION OF PART OF BLOCK No. 366, CITY OF SYRACUSE, FILED MAP No. 9498  
KNOWN AS No. 1030-1060 EAST GENESEE STREET, CITY OF SYRACUSE, COUNTY OF ONONDAGA, NEW YORK  
HELD DATE: 29 OCT 2021 MAP DATE: 23 OCT 2022 SCALE: DRAWN BY: KRH  
REVISONS: DRAWING No. 22-J-109



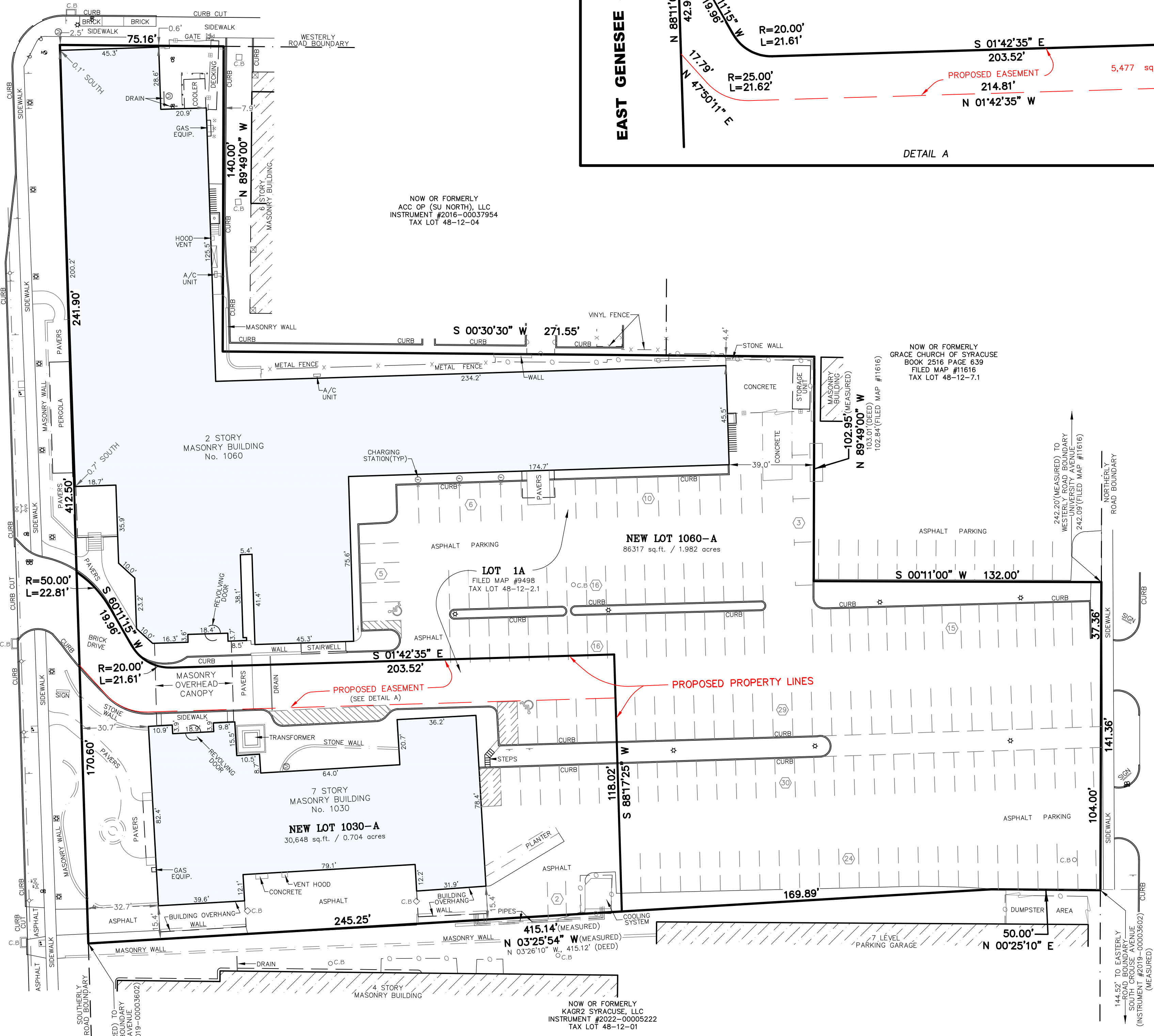


**UNIVERSITY AVENUE**  
S 00°30'30" W  
66' RIGHT OF WAY



ZONING INFORMATION	
Zoned - MX-4: Urban Core	
Setbacks minimum	Principal Structure
Front	Facades along the public realm will have zero setback with allowance for transitional features as defined in Building Edge. (see Section 7.3)
Side	Alternatively a built-to-line may be established through sketch plan consultation with the City Planning Commission for projects with facades which present upon at least 50% of street frontage on the block.
Side, corner lot	
Rear	
Height and number of stories	
Building height	n/a
Number of stories	3 stories minimum; 8 stories maximum (70% of building footprint must meet minimum-story requirement). One additional story allowed if 75% of off-street parking is located within the building, per 2.1D(1).
Lot minimum	
Width	No minimum lot width
Area if solely occupied by residential	Multi-unit dwelling: 3,200 square feet minimum
Area if Mixed-Use Project and/or Mixed Income Development	No area requirement
Impervious coverage maximum	
Lots solely occupied by residential	80%
Mixed Income, Mixed-Use, and other uses	95%
Parking	
Hotel	1 space per guest room
Zoning information from www.syr.gov - City of Syracuse Zoning Ordinance, adopted March 2023 and is subject to interpretation and all zoning information should be verified by the City of Syracuse before use.	

**EAST GENESSEE STREET**  
N 88°11'00" E  
99' RIGHT OF WAY



**MADISON STREET**  
N 89°49'00" W  
66' RIGHT OF WAY

**LEGEND**

- LIGHT POLE - ○
- UTILITY POLE - ◇
- HYDRANT - X
- MANHOLE - ⊙
- HANDICAP PARKING - ♿
- DIRECTIONAL ARROW - →
- CATCH BASIN - □
- BOLLARD - ⊕
- WATER VALVE - ⚙
- CLEAN OUT - ⊕
- LIGHT CAN - ⊕
- EXISTING PARKING COUNT - ②
- SIGN - ⊕
- SIGNAL POLE - ⊕
- CROSSWALK POLE - ⊕
- CHAIN LINK FENCE - ○
- WOOD STOCKADE FENCE - ⊕
- FENCE AS LABELED - X
- OVERHEAD UTILITY LINES - X
- GUARD RAIL - X

This survey was prepared in accordance with the code of practice for land surveyors adopted by New York State Association of Professional Land Surveyors.  
 Only survey maps with the Land Surveyor's embossed seal are genuine true and correct copies of the surveyor's original work and opinion.  
 Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.  
 Certifications indicated hereon shall apply only to the persons for whom this survey was performed and on their behalf to the title insurance company governing agency and lending institution and to the assignees of the lending institution and/or subsequent owners.  
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 Survey prepared without the benefit of an abstract.  
 Location surveys do not include the staking of the property corners except as shown.  
 No building construction and/or improvements can be performed until the correct applications have been submitted for approval.  
 No additional field work was performed after October 27, 2021.

APPROVALS

**PRELIMINARY PLAN**  
**SCHOLAR at SYRACUSE**  
**SUBDIVISION**

No.	DATE	DESCRIPTION	BY
1	1/8/2024	CLIENT COMMENTS	TWW

**LEHR**  
LAND SURVEYORS D.P.C.

116 SALINA STREET - SUITE 6  
LIVERPOOL, NEW YORK 13088  
315-451-3333  
info@lehrandsurveyors.com

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY.

DOUGLAS R. LEHR  
LICENSED LAND SURVEYOR  
NYSL# 49223

SUBDIVISION OF NEW LOT 1A OF A RESUBDIVISION ON PART OF BLOCK No. 366, CITY OF SYRACUSE, FILED MAP No. 9498 INTO NEW LOT 1030-A & NEW LOT 1060-A

KNOWN AS No. 1030 & No. 1060 EAST GENESSEE STREET, CITY OF SYRACUSE, COUNTY OF ONONDAGA, NEW YORK

FIELD DATE: 27 OCT. 2021    MAP DATE: 19 DEC. 2023    SCALE: 1"=30'    DRAWN BY: TWW

REVISIONS:    DRAWING No. 21-J-28-23K

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: <b>Collegian Hotel &amp; Suites</b>			
Project Location (describe, and attach a location map): <b>1060 E. Genesee Street, Syracuse NY 13210</b>			
Brief Description of Proposed Action: <b>Minor changes to the previously approved subdivision.  Separation of the 2 existing properties from one tax parcel to 2 tax parcels.</b>			
Name of Applicant or Sponsor: <b>Schalm Syracuse LLC</b>		Telephone: <b>(610) 285-1503</b>	
		E-Mail: <b>gbrandeis@rcapnysmt.com</b>	
Address: <b>1060 E. Genesee Street, Syracuse</b>			
City/PO: <b>Syracuse</b>		State: <b>NY</b>	Zip Code: <b>13210</b>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<b>2.685</b> acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<b>1</b> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

		NO	YES	N/A
5. Is the proposed action,	a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ <i>N/A</i> _____ _____		<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ <i>N/A</i> _____ _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ <i>N/A</i> _____ _____		<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <i>UNKNOWN - Mayflower Bldg NOT altered.</i>		<input type="checkbox"/>	<input type="checkbox"/>	
	b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>Scholar Spacouse LLC</u> Date: <u>12/28/23</u>		
Signature: <u>[Signature]</u> Title: <u>Managing Member</u>		

**PRINT FORM**

This instrument was prepared by  
and after recording return to:

Fox Rothschild, LLP  
2 West Washington Street, Suite 1100  
Greenville, SC 29601  
Attention: William Swent

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(Space Above this Line for County Recorder's Use Only)

Parking, Access and Utility Easement Agreement

This **Parking, Access and Utility Easement Agreement** (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between **Shin Mayflower, LLC**, a Delaware limited liability company ("Residential Owner"), and **Scholar Syracuse LLC**, a New York limited liability company ("Hotel Owner"). Residential Owner and Hotel Owner are also sometimes herein individually called "Owner," and collectively called "Owners."

Recitals:

A. Hotel Owner is the owner in fee simple of that certain real property located at 1060 East Genesee Street in Syracuse, New York, totaling approximately 2.073 acres, more or less, identified as a portion of Onondaga County Tax Map Parcel 311500 048.0-12-02.1 (the "**Hotel Parcel**" or, generically, a "**Parcel**"), as shown and depicted on that certain Re-Subdivision Survey (the "**Subdivision Plat**") filed in the Office of the County Clerk for Onondaga County, New York, as Instrument Number \_\_\_\_ [Liber \_\_\_\_ Cp \_\_\_\_] a copy which is attached and incorporated as Exhibit A hereto; and

B. Residential Owner is the owner in fee simple of that certain real property located at 1030 East Genesee Street in Syracuse, New York, totaling approximately 0.612 acres, more or less, identified as a portion of Onondaga County Tax Map Parcel 311500 048.0-12-02.1 (the "**Residential Parcel**" or, generically, a "**Parcel**"), as also shown and depicted on the Subdivision Plat; and

C. The Hotel Parcel contains, among other improvements, two (2) access drives/curb-cuts onto Madison Street, a public-right-of-way, (the "**Madison Street Access Drives**") and a parking lot (the "**Parking Lot**"); and

D. The Residential Parcel contains a 20-foot wide access drive and curb cut onto to East Genesee Street, a public right-of-way (the "**East Genesee Street Access Drive**"); and

E. Hotel Owner operates a commercial hotel business in the hotel improvements that are also located on the Hotel Parcel. Hotel Owner intends to continue operating such business until or unless the Hotel Owner demolishes the hotel improvements and redevelops the Hotel Parcel, as more particularly described and depicted in the Syracuse Land Use and Development Plan and Application PR-22-24 (as hereinafter amended, with minor or major changes approved by the City of Syracuse Planning Board, the "**Redevelopment Plans**"); and

F. Residential Owner acquired the Residential Parcel from Hotel Owner, and Residential Owner intends to redevelop the Residential Parcel for mixed-use and student housing or apartments, with parking and residential components, and uses related thereto (the “**Project**”); and

G. As essential consideration in the Residential Parcel conveyance transaction, Hotel Owner has agreed to include the right and privilege to use up to eighty-two (82) parking spaces, three (3) of which will be so-called “handicapped” parking spaces within the Parking Lot (collectively, the “**Residential Parking Spaces**”), for the benefit of the Residential Parcel, its successors and assigns, and its respective customers, permittees, invitees, contractors, agents, employees, tenants, licensees, representatives and vendors (collectively, the “**Residential Authorized Users**”). The Residential Parking Spaces are identified in the cross-hatching on Exhibit B attached hereto and incorporated herein by reference (the “**Parking Spaces Easement Area**”); and

H. Residential Owner has agreed to provide Hotel Owner, for the benefit of the Hotel Parcel, its successors and assigns, and its respective customers, permittees, invitees, contractors, agents, employees, tenants, licensees, representatives and vendors (collectively, the “**Hotel Authorized Users**”) a perpetual, non-exclusive access, ingress and egress easement over the East Genesee Street Access Drive; and

I. Hotel Owner has agreed to provide Residential Owner, for the benefit of the Residential Parcel, its successors and assigns, and the Residential Authorized Users, with (i) a perpetual, non-exclusive access, ingress and egress easement over the Parking Lot and the Madison Street Access Drives; (ii) an exclusive parking easement over the Residential Parking Spaces; and (iii) a perpetual, non-exclusive utility and infrastructure easement over, upon, across and under the Hotel Parcel; and

J. In furtherance of the foregoing, Residential Owner and Hotel Owner desire to provide such easements subject to the terms and conditions contained in this Agreement.

#### Agreements

Now, therefore, for and in consideration of the foregoing Recitals and the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Residential Owner and Hotel Owner agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Access Easements.

(a) East Genesee Street Access Drive. Residential Owner does hereby declare, grant, bargain, sell and convey a non-exclusive, perpetual, irrevocable and assignable easement to Hotel Owner, its successors and assigns, for the benefit of the Hotel Parcel, over and upon the East Genesee Street Access Drive for ingress, egress and general access for vehicular, pedestrian and civil service traffic (the “**East Genesee Street Access Drive Easement**”), which area is identified by cross-hatching on Exhibit C attached hereto and incorporated herein by reference (the “**East Genesee Street Access Drive Easement Area**”). Such East Genesee Street Access Drive Easement is hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Hotel Owner, subject to the reservations, terms and conditions of this Agreement.

(b) Parking Lot; Madison Street Access Drives. Hotel Owner does hereby declare, grant, bargain, sell and convey non-exclusive, perpetual, irrevocable, and assignable easements to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Parking Lot

and over and upon the Madison Street Access Drives for ingress, egress and general access for vehicular, pedestrian and civil service traffic (respectively, the “**Parking Lot Access Easement**” and the “**Madison Street Access Drives Easement**”), which areas are identified by cross-hatching on Exhibit D attached hereto and incorporated herein by reference (respectively, the “**Parking Lot Access Easement Area**” and the “**Madison Street Access Drives Easement Area**”). Such Parking Lot Access Easement and the Madison Street Access Drives Easement are hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Residential Owner, subject to the reservations, terms and conditions of this Agreement.

(c) Scope of Access. By way of amplification, and not as limitation, the privilege of utilizing the foregoing East Genesee Street Access Drive Easement, the Parking Lot Access Easement and the Madison Street Access Drives Easement for civil service traffic shall include sanitation, law enforcement, EMS, fire department and various other governmental or private civil service providers. Accordingly, the East Genesee Street Access Drive Easement Area, the Parking Lot Access Easement Area and the Madison Street Access Drives Easement Area shall be maintained in existing or redeveloped configurations so as not to inhibit civil service vehicular access as dictated by standards established by the Syracuse Fire Marshal or other applicable civil service providers.

3. Parking Easement. Hotel Owner does hereby declare, grant, bargain, sell and convey an exclusive, perpetual, irrevocable, and assignable easement to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Parking Lot for parking in the Residential Parking Spaces and pedestrian ingress and egress to and from the Residential Parking Spaces (the “**Parking Spaces Easement**”). Such Parking Spaces Easement is hereby conveyed, TO HAVE AND TO HOLD, all and singular, and together with all rights and appurtenances in any way appertaining, unto the Residential Owner, subject to the reservations, terms and conditions of this Agreement.

- (i) Exclusive Use. In order to ensure the Residential Owner’s exclusive use and right to enjoy the Parking Spaces Easement, the Residential Owner shall have the right to mark, post or designate the Residential Parking Spaces as “reserved for occupants of the Mayflower Building” or otherwise to a similar effect and to protect such exclusive use by placement of cones, signage or similar devices.
- (ii) Temporary Relocation. Residential Owner acknowledges that Hotel Owner intends to redevelop the Hotel Parcel in accordance with the Redevelopment Plans. To allow for this redevelopment, Hotel Owner may temporarily relocate the Residential Parking Spaces to an offsite facility or a parcel of real property. All costs associated with a temporary relocation shall be the sole responsibility of the Hotel Owner. Any temporary relocation facility supplied to Residential Owner according to this **Section 3(i)** shall not be situated further than one-half mile from the Residential Parcel and shall provide the same number of Residential Parking Spaces.
- (iii) Permanent Relocation. Residential Owner acknowledges that Hotel Owner intends to construct a parking garage (the “**Parking Garage**”) on the Hotel Parcel as part of the Redevelopment Plans. After the Parking Garage is built on the Hotel Parcel, Residential Owner and/or Hotel Owner shall permanently relocate the Parking Spaces Easement and the Parking Spaces Easement Area to the Parking Garage. In the event of permanent relocation, a portion of the Parking Garage will be partitioned, segregated or otherwise reasonably allocated to the Residential Parking Spaces (the “**Residential Parking Facility**”). All Residential Parking Spaces will be located in the Residential Parking Facility. The portion of the Parking Garage that does not contain any of Residential Parking Spaces is herein called the “**Hotel Parking Facility**.” It is agreed that the Residential

Parking Facility may be physically separated (by walls or other barriers) from the Hotel Parking Facility and may be accessible by vehicles solely by means of a vehicular entrance that is separate from the vehicular entrances to the Hotel Parking Facility, but such physical segregation and independent access shall not be required. The Residential Parking Spaces within the Parking Garage may be used solely and exclusively for non-commercial passenger vehicles of customary height, width and weight, which in all cases (among other things) will not damage, impair, compromise or jeopardize the structural integrity of the Parking Garage. Residential Owner, at its sole cost and expense, may install and operate gates or other security or entrance control devices or mechanisms within the Parking Garage, so long as it provides Hotel Owner with a reasonable number of so-called “fobs,” access cards or electronic access devices to allow entry to the Residential Parking Facility as may be reasonably required from time to time. Said security devices or gates, as the case may be, shall be the exclusive property of the Residential Owner and subject to the Residential Owner’s exclusive control.

4. Utility and Infrastructure Easement. Hotel Owner does hereby declare, grant, bargain, sell and convey a non-exclusive, perpetual, irrevocable, and assignable easement, to Residential Owner its successors and assigns, for the benefit of the Residential Parcel, over and upon the Hotel Parcel, for the purpose of constructing, utilizing, maintaining, repairing and replacing utility service lines for electricity, water, sewer, cable, telephone, storm drainage, as well as fire-fighting water lines and fixtures, other utilities infrastructure as may presently exist or that may be necessary for the intended use and enjoyment of the Residential Parcel (the “**Utility Easement**”). The Utility Easement shall be of reasonable and variable widths and located coincident with existing or necessary service lines and otherwise shall comply with requirements of the applicable utility service (the “**Utility Easement Area**” or the “**Utility Easement Areas**”). No permanent buildings will be placed in or allowed to encroach upon the Utility Easement Areas; provided, however, the Hotel Owner shall have liberal rights to relocate the Utility Easement Areas so long as it uses reasonable commercial means to avoid disruption of utility services to the Residential Parcel in connection with any such relocation. Residential Owner shall provide Hotel Owner a survey of the location of the proposed easement(s) and plans and specifications with regard to the improvements and/or infrastructure to be constructed on the Parking Lot, all of which shall be subject to the written approval of Hotel Owner, which approval shall not be unreasonably withheld or delayed. Except as otherwise agreed in writing, Residential Owner shall pay all costs and expenses with respect to utility line and infrastructure installation and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Parking Lot and in compliance with all applicable laws, regulations, codes, and Syracuse Fire Marshal requirements. No lien shall attach to the Hotel Parcel associated with the utility lines installed pursuant to this **Section 4**. Residential Owner shall be responsible for the repair and maintenance of any utility line installed by Residential Owner and all costs and expenses related thereto.

- (a) Transformer on Residential Parcel. Hotel Owner acknowledges that a transformer providing electricity to both the Residential Parcel and the Hotel Parcel is located on the Residential Parcel. Residential Owner shall be responsible for the repair and maintenance of this transformer; Residential Owner and Hotel Owner shall each pay one-half of all costs and expenses related thereto. Each Owner shall be responsible for the cost of their respective electricity usage. Hotel Owner may obtain its own dedicated electricity service and/or relocate its electricity service at its sole expense.
- (b) Utility Infrastructure Segregation. In the event that the Hotel Parcel is redeveloped, joint-use infrastructure, such as the transformer referenced in Section 4(a) hereof, shall be segregated and dedicated to the service of either the Residential Parcel or the Hotel Parcel, and new, independent and replacement utility infrastructure shall be constructed to serve



the Parcel severed therefrom. The Parcel that continues to be served by existing utility infrastructure and that which is served by replacement infrastructure shall be dictated by objective efficiency and economy, but all reasonable commercial effort shall be deployed to make the Hotel Parcel and the Residential Parcel independently functioning and self-sustaining properties.

5. Easements; Easement Areas. The East Genesee Street Access Drive Easement, the Parking Lot Access Easement, the Madison Street Access Drives Easement, the Parking Spaces Easement and the Utility Easement are also sometimes herein individually and generically called an “**Easement**,” and collectively called “**Easements**.” The East Genesee Street Access Drive Easement Area, the Parking Lot Access Easement Area, the Madison Street Access Drive Easement Area, the Parking Spaces Easement Area and the Utility Easement Area are also sometimes herein individually and generically called an “**Easement Area**,” and collectively called “**Easement Areas**.”

6. No Obstructions or Restrictions. No signs, fences, hedges, curbing, barriers, walls or other structures or obstructions which would prohibit the free flow of vehicular, pedestrian and/or civil service traffic over the Easement Areas or parking in the Parking Spaces Easement Area shall be erected by Owners. In no event shall either Owner unreasonably restrict the other Owner, Residential Authorized Users or Hotel Authorized Users in the use of any Easement Area. In the event that either Owner, Residential Authorized User or Hotel Authorized User is improperly restricted from the use of any Easement Area, the afflicted Owner shall be entitled to any and all remedies at law or in equity to enforce its rights hereunder including, but not limited to, actions for specific performance, injunction or money damages.

7. No Limitation on Use by Hotel Owner; Reservation of Certain Rights. Residential Owner’s exclusive right to use the Residential Parking Spaces as set forth in this Agreement will not limit, in any way whatsoever, the rights of Hotel Owner, and its permittees, invitees, contractors, agents, employees and vendors, to use the Parking Spaces Easement Area and/or the Parking Lot Access Easement Area for vehicular and pedestrian ingress and egress to and from the Parking Lot or other areas of the Hotel Parcel, or for any and all other purposes whatsoever subject to Laws (hereinafter defined), other than parking in the Residential Parking Spaces in accordance with this Agreement; provided, however, that such use of the Parking Spaces Easement Area and/or the Parking Lot Access Easement Area by the Hotel Owner, and its permittees, invitees, contractors, agents, employees and vendors, shall not materially interfere with the rights granted to and for the benefit of Residential Owner, the Residential Parcel and the Residential Authorized Users or prevent the use by Residential Owner or Residential Authorized Users of the Easements herein granted.

8. Construction of Parking Garage. Hotel Owner shall be responsible for the planning, permitting and construction of the Parking Garage in accordance with the Redevelopment Plans and all costs associated therewith.

9. Construction of Parking Signage. Hotel Owner will install any and all signage (“**Hotel Parking Signage**”) required to comply with all applicable laws, statutes, codes, ordinances, rules and regulations (collectively, “**Laws**”). Hotel Owner hereby reserves all rights to install such additional commercially reasonable signage on, within or around the Residential Parking Facility and/or Parking Lot as the Hotel Owner may elect from time to time, in its sole and absolute discretion. Residential Owner, at its sole cost and expense, may also install commercially reasonable identification and directional signage (“**Residential Parking Signage**”) within or adjacent to the Residential Parking Facility and/or Residential Parking Spaces (but in all cases within the Easement Areas); provided, however, that any and all Residential Parking Signage must also comply with all Laws and will be subject to the prior written approval of Hotel Owner, which approval will not be unreasonably withheld, conditioned or delayed; and provided further, however, that Residential Owner will be responsible, at its sole cost and expense, for the commercially

reasonable operation (if and to the extent applicable), and maintenance of any and all Residential Parking Signage, failing which, Hotel Owner may itself perform such operation, maintenance and removal, after reasonable prior notice to Residential Owner, and Residential Owner will reimburse Hotel Owner for all reasonable costs incurred in such regard, within thirty (30) days after delivery of Hotel Owner's invoice therefor, accompanied by commercially reasonable supporting documentation.

10. Maintenance of Improvements; Real Estate Taxes.

(a) Hotel Owner Obligations. Hotel Owner, at its sole cost and expense, will operate, maintain, repair, replace and restore, as applicable, the Madison Street Access Drives, the Parking Lot, the Parking Garage, and Hotel Parking Signage in a good, clean, safe and first-class condition, in compliance with all applicable Laws and reasonably free from unreasonable accumulation of leaves, dirt, debris, garbage and snow and ice. Hotel Owner's obligations under this *Section 10(a)* will include, without limitation, re-striping, re-paving and re-surfacing the interior portions of the Parking Garage as may be required from time to time to satisfy the foregoing standard. Hotel Owner is responsible for the installation and maintenance of all landscaping, exterior lighting (including, without limitation, the replacement of light bulbs), and other items and improvements (other than the Residential Parking Signage) located in or on the Madison Street Access Drives, the Parking Lot and the Parking Garage.

- (i) Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of the out-of-pocket costs and expenses that Hotel Owner incurs in performing its obligations under *Section 10(a)* that is allocable to the Residential Parking Facility on the basis of the ratio of the square footage thereof to the aggregate square footage of the Residential Parking Facility and the Hotel Parking Facility (such ratio, the "**Residential Share**"). Hotel Owner shall provide to Residential Owner, by November 1 each calendar year, with a budget for the anticipated maintenance and repairs of the Residential Parking Facility for the upcoming year.
- (ii) In the event that Residential Owner and/or the Residential Authorized Users are unable to utilize any number of Residential Parking Spaces in the Parking Spaces Easement Area for more than twenty-four (24) hours due to Hotel Owner's repair or maintenance of the Parking Lot or Parking Garage in fulfillment of its obligations under *Section 10(a)*, Hotel Owner agrees to provide to Residential Owner and/or the Residential Authorized Users, an equal number of parking spaces in the Parking Lot or Hotel Parking Facility as Residential Parking Spaces which are inaccessible or otherwise unusable for the duration of which such Residential Parking Spaces are inaccessible or unusable; provided, however, that that the foregoing shall apply if, and only if, all remaining Residential Parking Spaces (which are useable and accessible) are being utilized by Residential Owner and/or the Residential Authorized Users. Hotel Owner shall notify Residential Owner no less than fourteen (14) days prior to completing any repairs to the Parking Lot or Parking Garage that are expected to hinder or otherwise restrict Residential Owner or any Residential Authorized User's use of the Parking Lot or Parking Garage or otherwise limit the number of Residential Parking Spaces available to Residential Owner and the Residential Authorized Users. Hotel Owner shall provide a general description of the work to be completed and the expected impact upon the use of the Easement Areas. In the event of an emergency repair (a repair necessary in order to avoid a threat or danger to human health or safety, or substantial damage to property), Hotel Owner shall give notice that is reasonably practicable given the circumstances.

(b) Residential Owner Obligations. Residential Owner, at its sole cost and expense, will operate, maintain, repair, replace and restore, as applicable, the East Genesee Access Drive in a good, clean, safe and first-class condition, in compliance with all applicable Laws and reasonably free from unreasonable accumulation of leaves, dirt, debris, garbage and snow and ice. Residential Owner, at its sole cost and expense, will also be responsible for the installation and maintenance of all landscaping, exterior lighting (including, without limitation, the replacement of light bulbs), and other items and improvements located in or on the East Genesee Access Drive.

(c) Responsibility for Damage. Anything in this *Section 10* to the contrary notwithstanding, each Owner, at its sole cost and expense, will be responsible for any and all repairs required as a result of damage caused by such Owner, or its contractors, agents, tenants, guests, employees or invitees (in the case of Residential Owner, including, without limitation, all Residential Authorized Users, and in the case of Hotel Owner, including, without limitation, all Hotel Authorized Users).

(d) Real Estate Taxes. Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of all real estate taxes, assessments and similar charges that are allocable to the Residential Parking Facility on the basis of the Residential Share.

11. Confirmation of Actual Location of Easement Areas; Alteration of Parking Garage. Anything in this Agreement to the contrary notwithstanding, the Owners acknowledge and agree that the actual location of the Parking Garage, if and when constructed, may be somewhat different from the location contemplated in the Redevelopment Plans. At any time after construction of the Parking Garage has been completed and if the Owners desire to permanently relocate the Parking Spaces Easement and Parking Spaces Easement Area as set forth in *Section 3(ii)*, either Residential Owner or Hotel Owner may request that the parties execute and record an amendment to this Agreement, which Amendment (a) replaces the Redevelopment Plans with an updated Site Plan showing the actual location of the Parking Garage; and (b) sets forth the final legal descriptions of the respective Easement Area. The Owner requesting the amendment (the "**Requesting Owner**") will present the proposed amendment to the other Owner (the "**Non-Requesting Owner**") for approval and signature and the Non-Requesting Owner, upon approval, such approval not to be unreasonably withheld, conditioned, or delayed, agrees execute said amendment promptly. The Requesting Owner shall record the amendment at its cost and expense and provide a copy of the recorded amendment to the Non-requesting Owner. In addition, Hotel Owner, upon review and approval by Residential Owner (such review and approval not to be unreasonably withheld, conditioned or delayed), may alter the Parking Garage, from time to time, in connection with any redevelopment of or improvements to the Hotel Parcel, provided, however, that any such alteration will (x) not materially relocate the Parking Garage, or materially adversely affect the use thereof by or for Residential Owner or the Residential Authorized Users in connection with then-current use of the Residential Parcel, including reducing the number of Residential Parking Spaces, (y) not materially adversely affect the structural integrity or the commercially reasonable operation, maintenance, repair or replacement of the Parking Garage, and (z) comply with all applicable Laws.

12. Enforcement Obligations of Residential Owner. Residential Owner, at its sole cost and expense, will be solely responsible for any and all actions necessary to assure compliance with its responsibilities and obligations under the terms and conditions of this Agreement with respect to the use of the Residential Parking Spaces by or for the Residential Authorized Users. Among other things, Residential Owner, at its sole cost and expense, will make a good faith effort to prohibit any and all Residential Authorized Users from using any parking spaces in the Parking Lot, the Hotel Parking Facility or elsewhere on the Hotel Parcel, other than the Residential Parking Spaces. The use of the Residential Parking Spaces must at all times strictly comply with the terms and conditions of this Agreement and all applicable Laws. Upon Residential Owner's discovery (or its otherwise becoming aware) of any violation of any of the

foregoing (or of any other terms and conditions of this Agreement), Residential Owner, at its sole cost and expense, will promptly take all necessary steps to cause and compel the discontinuance thereof.

13. Insurance; Waiver of Claims.

(a) Insurance to be Maintained by Hotel Owner. Hotel Owner will maintain insurance on the Parking Lot and/or Parking Garage providing coverage comparable to that provided by a standard ISO special causes of loss form property insurance policy in an amount not less than the full replacement cost thereof. Hotel Owner, in its sole and absolute discretion, obtain such additional coverages or endorsements as Hotel Owner reasonably deems appropriate. Hotel Owner may maintain such insurance in whole or in part under blanket policies. Such insurance will not cover or be applicable to any of the Residential Parcel, any improvements on the Residential Parcel, or any personal property of Residential Owner or any one or more of the Residential Authorized Users, regardless of where located. Residential Owner will reimburse Hotel Owner, within thirty (30) days after delivery of Hotel Owner's invoice (accompanied by reasonable supporting documentation) for the portion of the property insurance under this **Section 13(a)** that is allocable to the Residential Parking Facility on the basis of the Residential Share. Further, Hotel Owner shall, at its sole cost and expense, maintain commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 general aggregate and umbrella/excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business automobile liability, and employers liability policies with minimum limits of \$8,000,000 each occurrence and \$8,000,000 annual aggregate. Hotel Owner's liability insurance will (i) name Residential Owner, its affiliates, any mortgage lender regarding the Residential Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees, as additional insureds with respect to all matters arising out of the use of the Parking Lot, the Residential Parking Facility, the Residential Parking Spaces or the Easement Areas by or for Hotel Owner, or those claiming by, through or under Hotel Owner (including, without limitation, the Hotel Authorized Users); (ii) be primary to any other insurance maintained by Residential Owner, its affiliates, any mortgage lender regarding the Residential Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees; (iii) be placed and maintained with companies rated at least "A/VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Residential Owner; and (iv) include contractual liability coverage. Such insurance may have a reasonable deductible but may not include any self-insured retention. If Hotel Owner's liability insurance is provided under a blanket policy, the above coverage limits must be made specifically applicable to the Residential Parcel on a "per location" basis with a total aggregate limit of \$10,000,000. Hotel Owner will deliver an appropriate ACORD Form certificate or other evidence of insurance satisfactory to Residential Owner (1) on or before thirty (30) days after the Effective Date of this Agreement; (2) not later than ten (10) days prior to the expiration of any current policy or certificate; and (3) at such other times as Residential Owner may reasonably request.

(b) Insurance to be Maintained by Residential Owner. Residential Owner, at its sole cost and expense, will maintain commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 general aggregate and umbrella/excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business automobile liability, and employers liability policies with minimum limits of \$8,000,000 each occurrence and \$8,000,000 annual aggregate. Residential Owner's liability insurance will (i) name Hotel Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees, as additional insureds with respect to all matters arising out of the use of the Parking Lot, the Residential Parking Facility, the Residential Parking Spaces or the Easement Areas by or for Residential Owner, or those claiming by, through or under Residential Owner (including, without limitation, the Residential Authorized Users); (ii) be primary to any other insurance maintained by

Hotel Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees; (iii) be placed and maintained with companies rated at least "A/VII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Hotel Owner; and (iv) include contractual liability coverage. Such insurance may have a reasonable deductible but may not include any self-insured retention. If Residential Owner's liability insurance is provided under a blanket policy, the above coverage limits must be made specifically applicable to the Hotel Parcel on a "per location" basis with a total aggregate limit of \$10,000,000. Residential Owner will deliver an appropriate ACORD Form certificate or other evidence of insurance satisfactory to Hotel Owner (1) prior to any use of the Parking Lot or Parking Garage (or any of the Residential Parking Spaces) under this Agreement; (2) not later than ten (10) days prior to the expiration of any current policy or certificate; and (3) at such other times as Hotel Owner may reasonably request.

(c) Waivers. To the fullest extent allowable under the Laws, but subject to this *Section 13(c)*, each of Residential Owner (for itself and on behalf of its managers, members, directors, shareholders, officers, contractors, agents, invitees and Residential Authorized Users, and its and their respective insurers) and Hotel Owner (for itself and on behalf of its managers, members, directors, shareholders, officers, contractors, agents and invitees, and its and their respective insurers), hereby waives, releases and discharges the other Owner, its affiliates, any mortgage lender regarding the Hotel Parcel from time to time (in the case of Hotel Owner), and their respective managers, members, directors, shareholders, officers, contractors, agents and invitees, from all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any obligation under this Agreement (collectively, "**Claims**"), for any physical loss, destruction or damage to the Parking Lot, Parking Garage, any of the Residential Parking Spaces, any of the Easement Areas, any of the improvements located therein or thereon, or any personal property of such Owner (in the case of Residential Owner, including, without limitation, of any one or more of the Residential Authorized Users), regardless of where located, and any resulting loss of use or business interruption, regardless of whether such loss, destruction or damage is caused by the negligent acts or omissions of any person or entity (including, without limitation, an Owner). Each Owner will look only to any insurance coverage that such Owner may maintain (regardless of whether such Owner actually obtains any such coverage or whether such coverage is sufficient) with respect to the Claims that an Owner is waiving, releasing and discharging hereunder. The foregoing provisions of this *Section 13(c)* do not limit or waive, release or discharge any claims that either Owner may have against any "third-party" person or entity (including, without limitation, any contractor, service provider, agent, licensee or invitee that is not a Residential Authorized User) arising from any physical damage caused by any such third party.

14. Indemnification. Except for the Claims waived by Hotel Owner in *Section 13(c)* hereof, to the fullest extent allowable under the Laws, Residential Owner and Hotel Owner (as applicable an "**Indemnitor**") will indemnify, protect, defend and hold the other, its affiliates, any mortgage lender regarding the other's parcel from time to time, and their respective officers, directors, partners, shareholders, members and employees (as applicable, an "**Indemnitee**"), from and against all Claims arising from (a) any use of the Parking Lot, Parking Garage, the Residential Parking Spaces or any of the Easement Areas by Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable); (b) any breach or default by Indemnitor in the performance of any of the covenants or agreements in this Agreement; (c) any act, omission, negligence or misconduct of Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable); and (d) if caused in whole or in part by Indemnitor or any one or more of the Residential Authorized Users and/or Hotel Authorized Users (as applicable), any accident, injury, occurrence or damage in, about or to the Parking Lot, the Parking Garage, the Residential Parking Spaces or the Easements Areas.

15. Self-Help. Anything in this Agreement to the contrary notwithstanding, if an Owner defaults in the performance of its obligations under this Agreement, and does not cure such default within

thirty (30) days after delivery of written notice thereof from the other Owner, or such longer period as may be reasonably required due to matters beyond the reasonable control of the defaulting Owner (notwithstanding the diligent efforts of the defaulting Owner), except in cases of imminent threat of personal injury, death, material property damage or the commission of a crime (in which cases, such shorter notice period as is reasonable will be applicable), then the non-defaulting Owner may (but will not be required to) perform such obligations at the sole (but reasonable) cost and expense of the defaulting Owner. The defaulting Owner will reimburse the curing Owner for all such reasonable costs and expenses within thirty (30) days after delivery of the curing Owner's invoice therefor, accompanied by commercially reasonable supporting documentation. If the defaulting Owner does not timely pay any amounts due under this Agreement (including, without limitation, **Sections 10 or 13** hereof or this **Section 15**), then (a) the delinquent amount will accrue interest from the due date through the date such payment is received by the curing Owner, at a per annum rate equal to four percentage points in excess of the "prime rate" of interest published, from time to time, in the Midwest Edition of *The Wall Street Journal* (or, if it is not then in existence or not then publishing a "prime rate" of interest, its successor, or if neither is then in existence or not then publishing a "prime rate" of interest, another reasonably comparable publication selected by Hotel Owner), from the date when the same is due until the same has been paid, provided, however, that if such rate exceeds the maximum interest rate permitted by law, such rate will be reduced to the highest rate allowed by law under the circumstances; and (b) such delinquent amount will constitute a lien upon the delinquent Owner's Parcel. Such a lien will encumber the defaulting Owner's entire interest in its Parcel, and run in favor of the other Owner; provided, however, that any such lien will be subordinate to the lien of any mortgage to an unrelated third-party encumbering the affected Parcel.

16. **Rights Reserved.** Subject to the terms and conditions of this Agreement, Hotel Owner and Residential Owner (a) reserve and retains the right to convey easements to any and all such persons or entities as each may deem proper for any purpose, which do not materially interfere with or prevent the use of the Easements herein granted; and (b) reserve and will continue to enjoy the use of their respective parcels for any purpose which does not materially interfere with or prevent the use of the Easements herein granted, including, without limitation, the right to locate and relocate buildings, driveways, parking areas and other improvements on their respective parcels subject to the terms herein, and in particular, **Section II** hereof.

17. **No Public Dedication.** Nothing contained in this Agreement will be deemed to be a grant or dedication of any portion of the Hotel Parcel or the Residential Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressly set forth herein. There are no third-party beneficiaries to or under this Agreement.

18. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith. Except as expressly set forth in this Agreement, this Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties to this Agreement, which is recorded with the appropriate authorities of Onondaga County, New York.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without application of its choice of law rules.

20. **Partial Invalidity.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby unless, as a result, the purpose and intent of this Agreement will thereby be substantially and essentially impaired. In such

event, the parties will diligently proceed to revise this Agreement in order to re-memorialize such purpose and intent.

21. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute will be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred by the prevailing party in connection with such judicial action.

22. Mechanic's Liens. In the exercise of the easement rights granted herein, Residential Owner will not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Hotel Parcel, and will promptly (not later than ten (10) business days after written notice thereof) discharge the same in case of the filing of any claims for liens or proceedings for the restrict thereof.

23. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, mailed by First Class, Registered or Certified Mail, return receipt requested, or nationally recognized overnight carrier for next business day delivery with receipt acknowledged, postage prepaid, or emailed or faxed (with suitable evidence or confirmation of receipt) to the following addresses:

(a) If to Residential Owner: Shin Mayflower, LLC  
c/o John T. Hoover, III  
P.O. Box 4369  
Jackson, Wyoming 83001

With a copy to:

Fox Rothschild LLP  
Attn: William Swent  
2 West Washington Street, Suite 1100  
Greenville, SC 29601  
Email: wswent@foxrothschild.com  
Tel.: 864-751-7605

(b) If to Hotel Owner: Scholar Syracuse LLC  
c/o Gary Brandeis  
30 Ardmore Avenue, Suite 381  
Ardmore, PA 19003

With a copy to:

Bond, Schoeneck & King, PLLC  
Attn: Kevin M. Pole, Esq.  
One Lincoln Center  
Syracuse, New York 13202  
Email: kpole2bsk.com  
Tel.: 315-218-8146

Any such notice, request, consent or other communications shall be deemed received (i) at such time as it is personally delivered, (ii) on the date of email or fax transmission (or, if the date of transmission is not a business day, on the first business day following transmission, in all cases assuming and requiring confirmation of receipt), (iii) on the first (1st) business day after it is mailed for delivery by nationally recognized overnight carrier for next business day delivery, or (iv) on the second (2nd) business day after it is mailed by First Class, Registered or Certified Mail, return receipt requested, as the case may be. Counsel for the parties may deliver notice on behalf of the parties.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be effective upon delivery and, thereafter, will be deemed to be an original, and all of which will be taken as one and the same instrument with the same effect as if each party had signed on the same signature page.

25. Miscellaneous. Anything in this Agreement to the contrary notwithstanding, no Owner will be liable under this Agreement with respect to any event, act or omission that occurs at any time before or after such Owner is fee simple owner of its Parcel. The covenants and obligations contained in this Agreement will be binding upon each Owner only during and in respect to its period of ownership of its Parcel. Any obligation or liability of an Owner under this Agreement is limited to such Owner's interest in its Parcel, it being agreed that no such Owner or its managers, members, directors, shareholders, officers, contractors, agents or invitees will ever be personally liable for any judgment hereunder.

26. Written Assurances. Upon a written request from an Owner, the other Owner will execute and deliver a Written Assurance to a prospective owner or mortgage lender regarding the requesting Owner's Parcel. A "**Written Assurance**" is a writing that states that, except as otherwise provided in such Written Assurance, (a) this Agreement has not been amended or modified in any manner not of record with the appropriate authorities of Onondaga County, New York; (b) to the actual knowledge, without any obligation of inquiry or investigation of the Owner executing and delivering the Written Assurance, there are no defaults presently existing under this Agreement by such Owner; (c) there are no amounts presently due and owing to the Owner executing and delivering the Written Assurance from the Owner requesting the Written Assurance; and (d) to the actual knowledge, without any obligation of inquiry or investigation of the Owner executing and delivering the Written Assurance, there are no defaults presently existing by the other Owner.

27. Successors and Assigns; Covenant Running with the Land. The easements, covenants, conditions and restrictions contained herein create mutual benefits and covenants running with the land and will be binding upon and inure to the benefit of the owner of each Parcel and their respective successors and assigns.

28. No Liability for Consequential Damages. Anything in this Agreement to the contrary notwithstanding, under no circumstances will any Owner be responsible or liable for any indirect, consequential, special or punitive damages hereunder.

29. No Waiver. The failure of either Owner to insist upon the strict performance of any of the terms or conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, will not be considered to be a waiver or relinquishment of such performance or any such option, and all such terms and conditions will remain in full force and effect.

30. Anti-Merger. The respective rights and obligations of the Owner hereunder will not merge in the event fee title to any Parcel or Easement Areas are held by the same person or entity.

[Signatures on following pages]



Residential Owner and Hotel Owner have each caused this Agreement to be executed and delivered by their duly authorized representatives.

Residential Owner:

[TBD],

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

)SS

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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

DR  
RA  
FE



Exhibit A – Subdivision Plat

DRAFT

Exhibit B – Residential Parking Spaces

DRAFT

Exhibit C – East Genesee Street Drive Easement Area

DRAFT

DRAFT



# Office of Zoning Administration

MAYOR, BEN WALSH • ZONING ADMINISTRATOR, DANIEL KWASNOWSKI, AICP

March 24, 2023

Scholar Syracuse LLC  
Attn: Gary Brandeis  
1060 E Genesee St  
Syracuse, NY 13210

Mr. Brandeis:

Please see the revised resolution enclosed, correcting several typographical errors.

Syracuse Zoning Administration

CC Scholar Syracuse LLC (Dallas)  
Dean Newins, Opus AE Group

**GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.**

Office of Zoning Administration 201 E. Washington St., Room 500 Syracuse, N.Y. 13202  
Office 315 448 8640 [zoning@syr.gov](mailto:zoning@syr.gov) [www.syr.gov](http://www.syr.gov)

A RESOLUTION APPROVING A PROJECT SITE REVIEW  
FOR DEMOLITION, NEW CONSTRUCTION, AND SITE CHANGES  
ON PROPERTY SITUATED AT 1030-1060 EAST GENESEE STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 21<sup>st</sup> day of February, 2023, adopt the following resolution:

WHEREAS, the applicant, Scholar Syracuse, LLC, is requesting a Project Site Review to demolish a hotel (Collegian Hotel), renovate a hotel (Mayflower) and construct a five-story apartment building (Opus at Syracuse) with 145 dwelling units and amenity space and 217 accessory off-street parking spaces on property situated at 1030-1060 East Genesee Street pursuant to Part B, Section II, Article 2 and Part C, Section I, Article 10 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 February 21, 2023, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and

WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and

WHEREAS, the subject property is an irregularly shaped 116,966 square foot (2.69 acre) corner lot with 412.50 feet of frontage on East Genesee Street, 141.36 feet of frontage on Madison Street, and 75.16 feet of frontage on University Avenue; and

WHEREAS, the subject property lies within an Office, Class B zoning district, as do the adjacent and neighboring properties to the east and west; neighboring properties to the south lie within a Residential, Class B zoning district; neighboring properties to the north lie within Business, Class A and Residential, Class C zoning districts; and

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

WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of the property, which lies in the Eastside neighborhood, as Urban Core; and

WHEREAS, the City Planning Commission is reviewing a companion Resubdivision application (R-22-63) to divide 1030-1060 East Genesee Street into two new Lots, the New Scholar Hotel Lot and the New Opus at Syracuse Lot; and

WHEREAS, the proposed New Scholar Hotel Lot is an irregularly shaped 28,656 square foot lot with 182.11 feet of frontage on East Genesee Street and a depth of 219.31 feet; and

WHEREAS, the proposed New Opus at Syracuse Lot is an irregularly shaped 88,310 square foot (2.027 acres) corner lot with 230.39 feet of frontage on East Genesee Street, 141.36 feet of frontage on Madison Street, and 75.16 feet of frontage on University Avenue; and



- WHEREAS, the applicant submitted a demolition plan (Sheet C-100) which illustrates the demolition of the Collegian Hotel (formerly known as the Genesee Grande Hotel), and the removal of the main East Genesee Street driveway, two Madison Street driveways, the rear parking facilities, the patio with pergola in the East Genesee Street right-of-way, and miscellaneous stairs, landscaping, and signs; the Mayflower Hotel (to be known as the New Scholar Hotel) is to remain; and
- WHEREAS, the applicant submitted a site plan (Sheet PP0.3) which illustrates existing and proposed setbacks for an existing seven story masonry residential building to be known as the New Scholar Hotel (formerly known as the Mayflower Hotel) on the New Scholar Hotel Lot, and a proposed five story building (1030 East Genesee Street) on the New Opus at Syracuse Lot; and
- WHEREAS, the site plan (Sheet PP0.3) illustrates the existing seven story masonry residential building on the New Scholar Hotel Lot set back 25.25 feet from East Genesee Street, 3.08 feet from the west side property line, approximately 30 feet from the east side property line, and 21.25 feet from the rear property line; and
- WHEREAS, the site plan (Sheet PP0.3) illustrates the proposed irregularly shaped five story building on the New Opus at Syracuse Lot set back 29 feet from East Genesee Street, 26 feet from Madison Street, 10 feet from University Avenue, a minimum of 5.08 feet from the east side property line, and a minimum of approximately 10 feet from the west side property line; and
- WHEREAS, the applicant submitted a site plan (Sheet C-101) which illustrates the New Opus at Syracuse Lot with a 33-foot wide driveway on East Genesee Street that leads to a shared oval driveway with two proposed drop-off zones, a parking space in the proposed drop-off zone for the apartment building, a 20 foot wide entrance to the apartment building parking garage, and a 22 foot wide driveway on Madison Street that leads to the lower level of the apartment building parking garage; and
- WHEREAS, the site plan (Sheet C-101) illustrates a network of proposed concrete walkways leading from the East Genesee Street sidewalk to the apartment building, parking garage, and hotel, and one concrete walkway on Madison Street leading to a proposed apartment building elevator lobby on the lower level of the parking garage; and
- WHEREAS, the site plan (Sheet C-101) illustrates a proposed 26 foot wide fire access lane 15 feet in front of the proposed apartment building with gates blocking vehicular access at the western and eastern ends of the lane which encroaches into the East Genesee Street right-of-way; the fire access lane located partially within the City right-of-way is necessary because of the building's height and use of combustible wood framing on the upper stories in relation to existing overhead lines along East Genesee Street; and
- WHEREAS, the site plan (Sheet PP0.3) illustrates the existing seven story masonry residential building with an existing, approximately 15-foot wide driveway on East Genesee Street leading to an auto portico and a small rear parking area on the west side of the building with four spaces for employees; and

- WHEREAS, the site plan (Sheet PP0.3) illustrates the proposed apartment building with a second story amenity pool deck, a second floor amenity terrace, and a fifth floor amenity deck; and
- WHEREAS, the applicant submitted a landscape plan (Sheet C-103) and an East Genesee Street Streetscape Plan which illustrates proposed landscaping along East Genesee Street and in front of the proposed five story apartment building; and
- WHEREAS, the applicant submitted floor plans (Sheets PP1.0 and PP1.5) for the proposed apartment building which illustrate a total of 212 parking spaces with 130 parking spaces on the lower level to be dedicated to the proposed apartment building, and a total of 82 parking spaces on the ground floor with all to be dedicated to the New Scholar Hotel; and
- WHEREAS, the proposal provides a total of 131 parking spaces for the proposed five story apartment building that includes one surface parking space, and a total of 86 parking spaces for the hotel that includes four surface parking spaces; and
- WHEREAS, the floor plans (Sheets PP1.1 through PP1.5) for the proposed apartment building illustrate a ground floor lobby with an amenities/fitness area and five dwelling units; a second floor with a library, clubroom, and 33 dwelling units; and floors three through five with 107 dwelling units for a total of 145 dwelling units; and
- WHEREAS, the applicant submitted exterior elevation plans (Sheets PP3.0, PP3.1, and PP3.2) which illustrate a large contemporary four- to five-story apartment building with a flat roof and a single main entrance on the interior oval driveway off of East Genesee Street and a rear means of egress on Madison Street; symmetrical fenestration patterns (black aluminum windows and storefronts) and balconies on some bays, which is clad in aluminum paneling, coping and trim (black); brick veneer (dark gray iron, red brown, medium gray); vertical metal cladding (gray aluminum); fiber cement panels (limestone/sand, charcoal, and white); horizontal fiber cement siding (black); and aluminum composite panel (brass); and
- WHEREAS, the applicant is not proposing to install any signage at this time; and
- WHEREAS, the applicant is proposing to apply a mix of lot coverage premiums (site plan and parking garage) and FAR premiums (treatment of open parking and additional open space) to meet the minimum area requirements for the proposed apartment building and the existing hotel; the applicant is proposing that the landscaped areas found throughout the sites serve as additional open space and the landscaped areas surrounding and in the center of the oval drive, between the proposed apartment building and existing hotel, serves as both additional open space and the treatment for open parking; and
- WHEREAS, the applicant is proposing to apply a residential density premium to reduce the required density for the existing hotel from 425 square feet per unit to 352 square feet per unit; the proposed 347 square feet per unit necessitates a waiver of five feet per dwelling unit; and

- WHEREAS, the parking for the proposed apartment building deviates from Part B, Section II, Article 2, paragraph 10 of the City of Syracuse Zoning Rules and Regulations, as amended, in that at least one parking space shall be provided for each dwelling unit; the applicant is proposing 131 parking spaces for the proposed apartment building where 145 off-street parking spaces are required necessitating a waiver of 14 parking spaces; and
- WHEREAS, the proposed residential density for the existing hotel deviates from Part B, Section II, Article 2, paragraph 7 of the City of Syracuse Zoning Rules and Regulations, as amended, in that no hotel or motel shall be erected, altered or used which does not provide a lot area of at least 352 square feet per dwelling unit (425 square feet minus 73 square feet of lot coverage and setback reductions); the applicant is proposing 347 square feet per guest room (28,472 square feet / 82 Units) where 352 square feet per guest room with reductions is required, necessitating a waiver of five square feet per guest room; and
- WHEREAS, the proposal necessitates two waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking regulations for the proposed apartments and residential density for the existing hotel; and
- WHEREAS, the proposal was submitted to various City departments and agencies for review to include, but not limited to the City of Syracuse Departments of Engineering, Fire, and Public Works, the City Division of Planning, and the Syracuse Landmark Preservation Board; and
- WHEREAS, issues and concerns were identified by City staff during the review process regarding the proposed fire lane to include but not limited to the streetscape and encroachment into the City right-of-way; all review comments were provided to the applicant to revise the proposal as necessary and/or appropriate; and
- WHEREAS, the applicant acknowledged the issues regarding the proposed fire lane during the Public Hearing and asked the Commission to consider approving the proposal so that the applicant can get back with City staff in order to fine tune the fire access lane; the applicant further offered that any conditions the Commission wished to apply would help to move the project forward; and
- WHEREAS, the proposal was reviewed by the Onondaga County Planning Board pursuant to GML §239-1, m and n; and
- WHEREAS, pursuant to Article 8 of the State Environmental Conservation Law, as amended and the regulations promulgated thereunder (collectively "SEQRA"), the Commission is required to make a determination with respect to the environmental impact of any "action" (as defined by SEQRA) to be taken by the Commission and the consideration of the Application constitutes such an action; and
- WHEREAS, the City Planning Commission declared itself Lead Agency for a similar project (PR-21-24) on October 12, 2021, and issued a Negative Declaration for the project on December 13, 2021; and

WHEREAS, the applicant revised the proposal and submitted a new application on August 26, 2022; the applicant submitted an updated Part 1 Environmental Assessment Form (“EAF”) and a memorandum identifying the changes from the original EAF; and

WHEREAS, the Commission reviewed the Application and the Environmental Assessment Form dated October 13, 2022 (“EAF”) prepared by the applicant, and determined that the proposed action described therein constituted a Type I action (as said quoted terms is defined in SEQRA); and

WHEREAS, the Commission declares itself “Lead Agency” (as said quoted term is defined in SEQRA) with respect to an uncoordinated review pursuant to SEQRA; and finds that approval of the Application as set forth herein will not have a significant effect on the environment, and the Commission hereby issues a negative declaration pursuant to SEQRA, a copy of which is attached hereto as Exhibit “A”, which shall be filed in the office of the Commission.

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse with a vote of three in favor and two against, do this 21<sup>st</sup> day of February, 2023, APPROVE the request of Scholar Syracuse, LLC for a Project Site Review to demolish a hotel (Collegian Hotel), renovate a hotel (Mayflower) and construct a five-story apartment building (Opus at Syracuse) with 145 dwelling units and amenity space and 217 accessory off-street parking spaces on property situated at 1030-1060 East Genesee Street pursuant to Part B, Section II, Article 2 and Part C, Section I, Article 10 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void; administrative extensions to this requirement for up to one year may be obtained from the Zoning Administrator at any time within the first twelve (12) months, after which, any and all extensions require approval from the City Planning Commission;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
  - Demolition Plan (Sheet C-100); Project: Opus at Syracuse; Project Address: 1030 E. Genesee St.; Project Number: 2442.001.001; prepared by: The Opus Group; dated: 02/02/2023; scaled: 1”=20’;
  - Opus at Syracuse Subdivision Preliminary Plan; Re-Subdivision on New Lot 1A of a Resubdivision on Part of Block No. 366, City of Syracuse, Filed Map No. 9495; Known as No. 1030-1060 East Genesee Street, City of Syracuse, County of Onondaga, New York; prepared by: Douglas R. Lehr, Licensed Land Surveyor; dated: 31 Oct 2022; scaled: 1”=30’;

- Project Data (Sheet PP0.2); Project: 1030 E Genesee St.; Project Address: Syracuse NY.; Project Number: 22006; prepared by: The Opus Group; dated: 02/02/2023; scaled: as shown;
- Site Plan (Sheet PP0.3); Project: 1030 E Genesee St.; Project Address: Syracuse, NY.; Project Number: 22006; prepared by: The Opus Group; dated: 02/02/2023; scaled: as shown;
- Site Plan, Grading and Drainage Plan, and Landscape Plan (Sheets C-101, C-102, and C-103); Project: Opus at Syracuse; Project Address: 1030 E. Genesee St.; Project Number: 2442.001.001; prepared by: The Opus Group; dated: 02/02/2023; scaled: 1"=20';
- East Genesee Street – Streetscape Plan; Opus @ Syracuse; prepared by: The Opus Group; dated: 02.03.2023;
- Exterior Elevations and Materials (Sheets PP3.0 through PP3.2); Project: 1030 E Genesee St.; Project Address: Syracuse NY.; Project Number: 22006; prepared by: The Opus Group; dated: 02/02/2023; scaled: as shown.

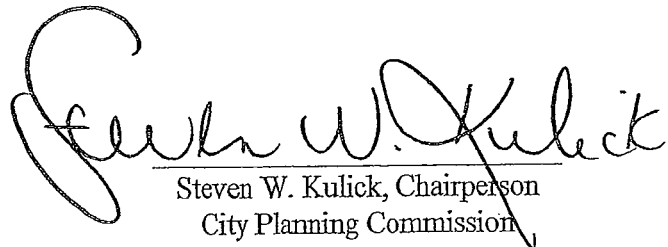
4. No signage was approved as part of this application; proposed signage must be submitted to the City of Syracuse Office of Zoning Administration for review and approval;

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 B, Section II, Article 2 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the parking and density requirements 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 Division of Code Enforcement;

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

  
Steven W. Kulick, Chairperson  
City Planning Commission











Opus AE Group, LLC  
 Opus DB Group, LLC



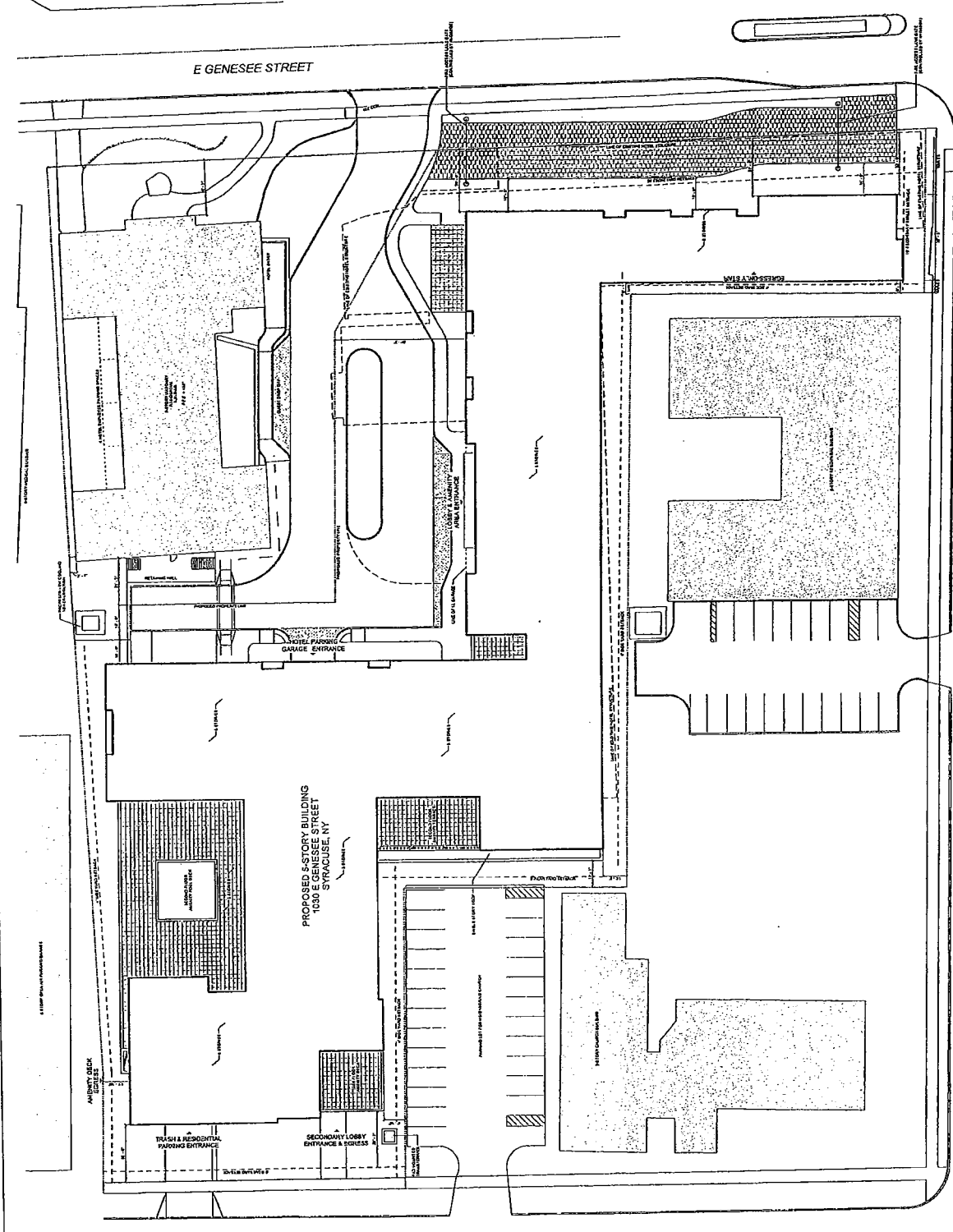
1030 E  
 GENESEE ST.  
 SYRACUSE, NY

ISSUE RECORD

DATE: 02/02/2023  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: 1/8" = 1'-0"

SITE PLAN

PP0.3

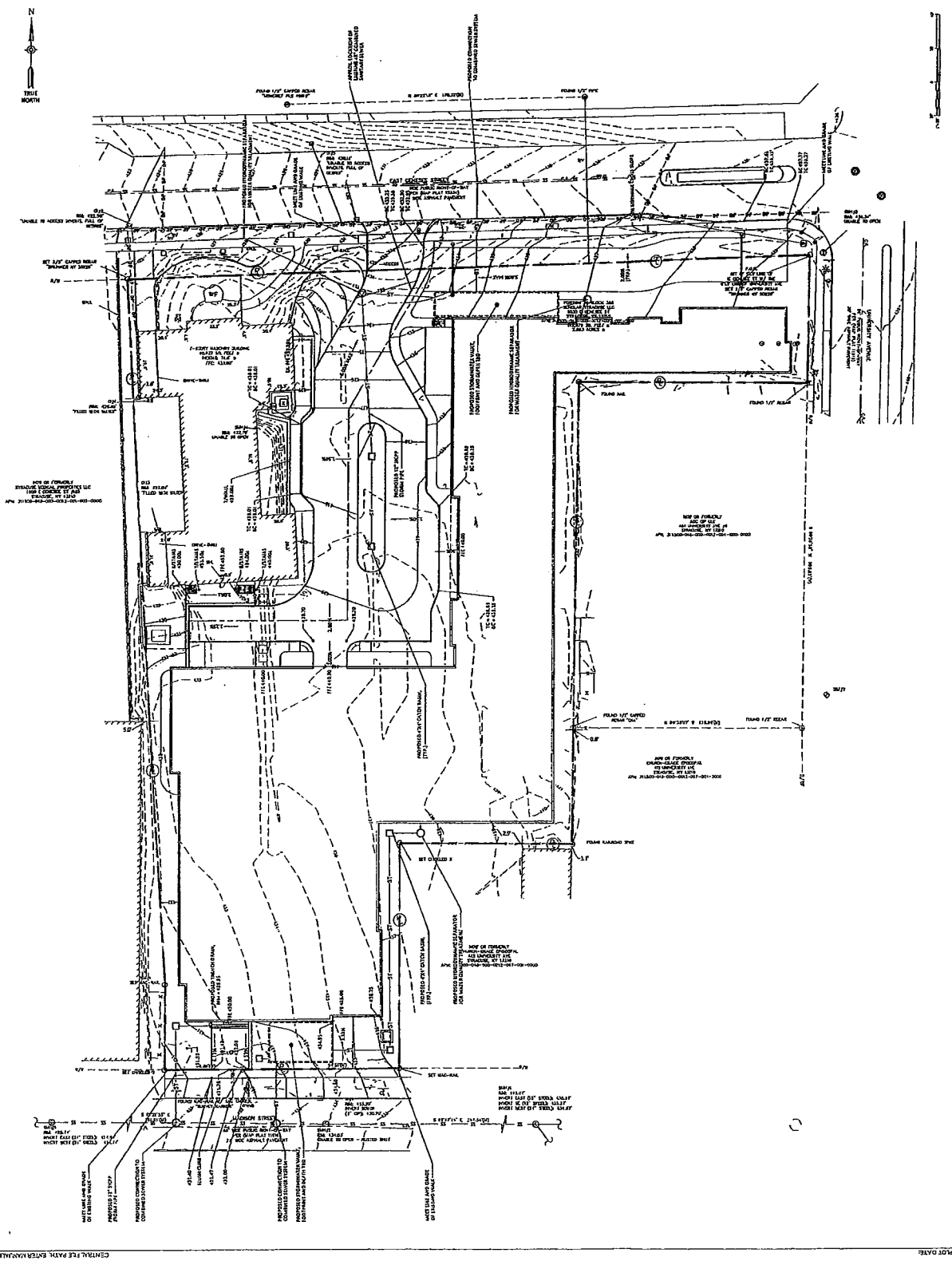


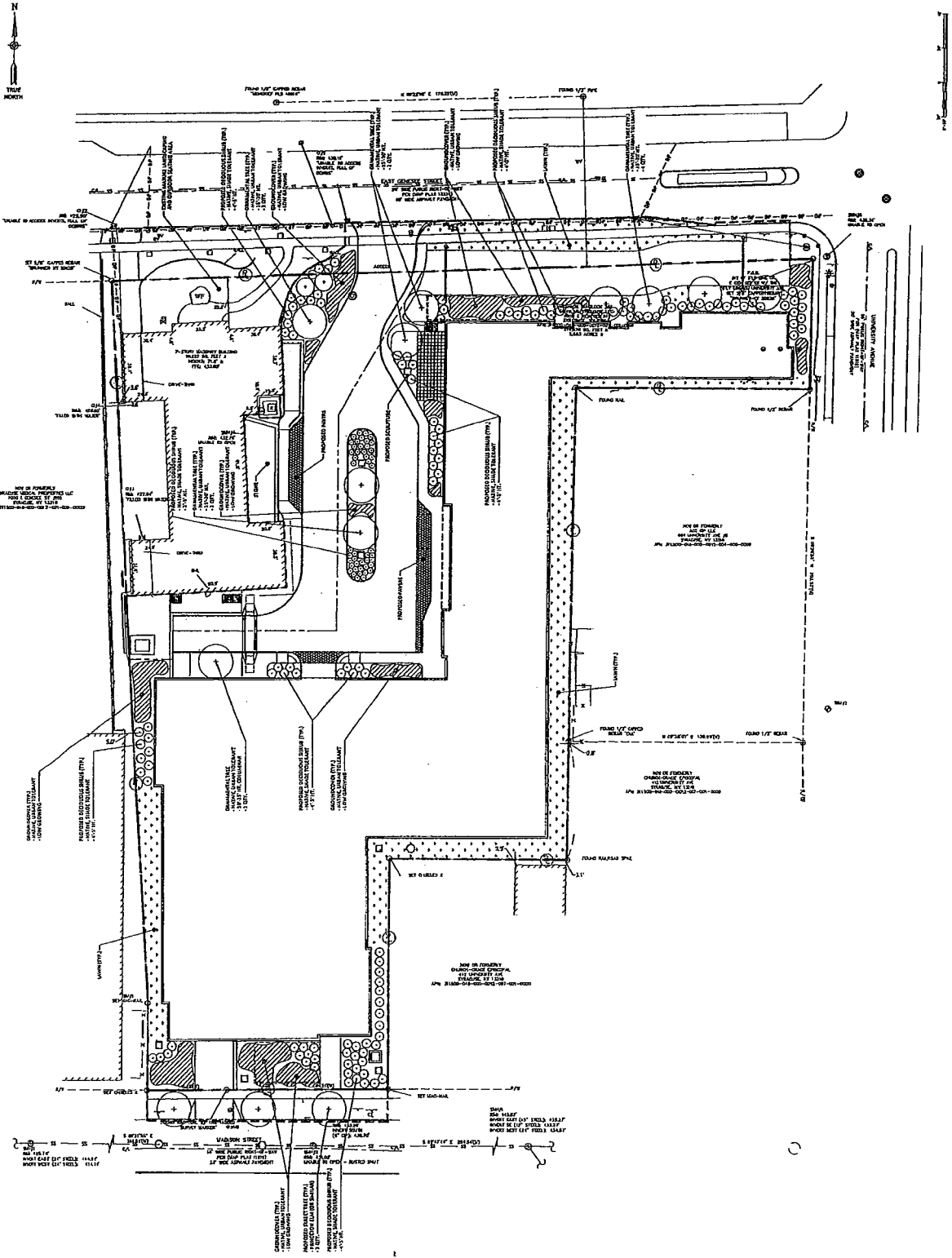
ARCH 0'-0" = 440.00 CCD

UNIVERSITY AVE

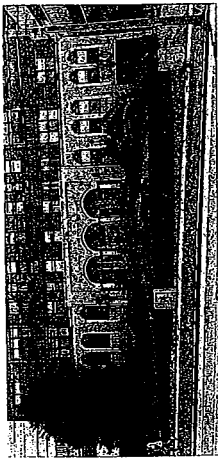
3. SITE PLAN  
 1/8" = 1'-0"







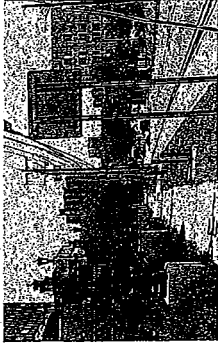
MAYFLOWER HOTEL FORMAL ENTRY AT LEVEL 1



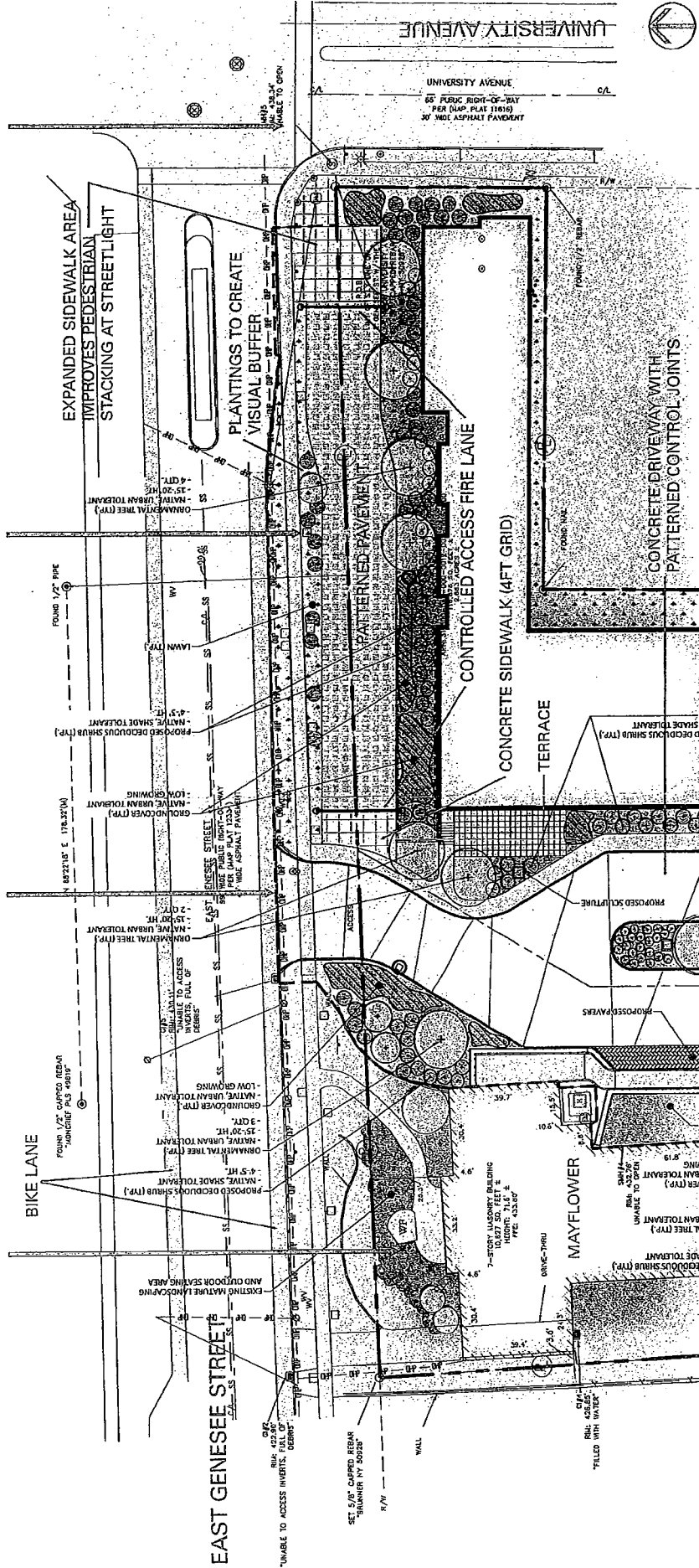
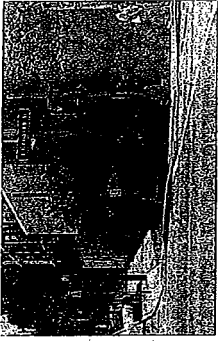
REUSE EXISTING CURB CUT



EXISTING STREETLIGHT TO REMAIN ALONG SIDEWALK (TYP 9)



EXISTING ADA ACCESS RAMPS TO REMAIN



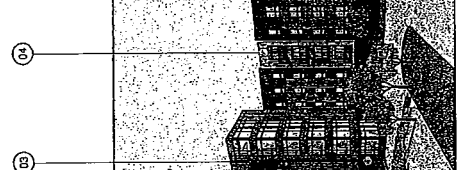
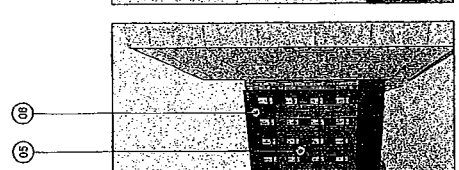
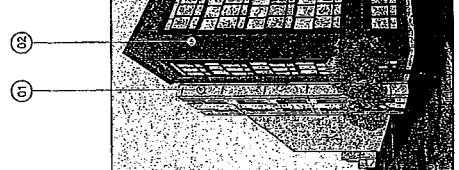
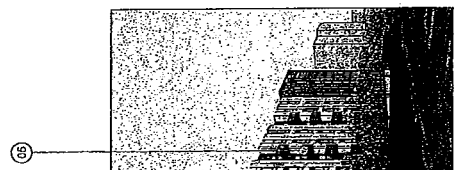
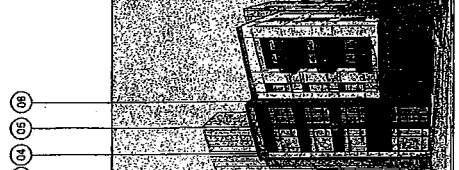
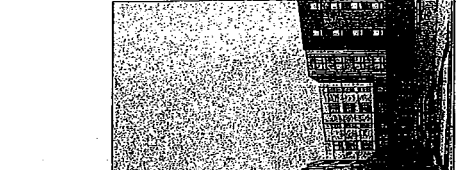
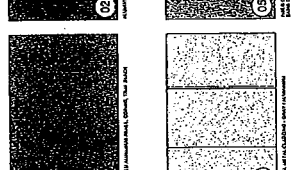
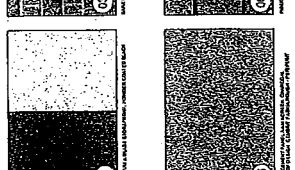
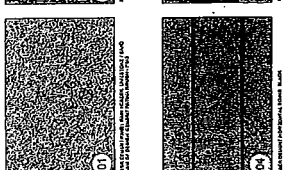
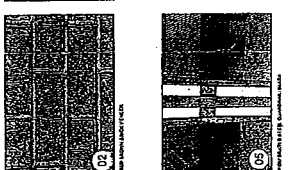
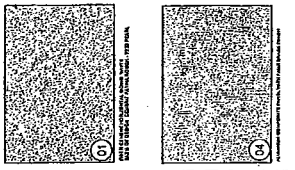
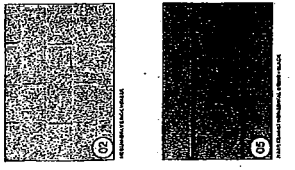
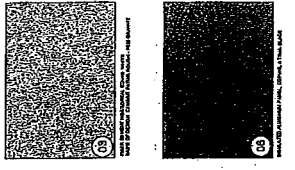
Opus @ Syracuse  
Syracuse, NY

East Genesee Street - Streetscape Plan  
02.03.2023









ARCH 0 - 0" = 440.00 CCD



Project:	R-22-63M1
Date:	1/18/2024

## *Short Environmental Assessment Form Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

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

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

Project:	R-22-63M1
Date:	1/22/2024


### *Short Environmental Assessment Form Part 3 Determination of Significance*

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Syracuse City Planning Commission	1/22/2024
Name of Lead Agency	Date
Steven Kulick	Chairperson
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)

# ONONDAGA COUNTY DEPARTMENT OF PLANNING



**TO:** Members, City of Syracuse Planning Commission  
**FROM:** Dan Kwasnowski, AICP Director   
Onondaga County Department of Planning (OCDOP)  
**DATE:** 1/17/2024  
**RE:** Administrative Review – Opus at Syracuse Subdivision  
**RECOMMENDATION:** No Position

J. Ryan McMahon, II  
County Executive

Daniel Kwasnowski, AICP  
Planning Director

Per General Municipal Law, §§239-m and –n, and the Onondaga County Planning Board Rules of Procedure and Referral Policy, the Board may delegate review and recommendation on certain referral actions to the Director of the Onondaga County Department of Planning.

These actions, determined as being generally routine in nature with minimal and/or well-understood intercommunity or countywide concerns, are listed within the Rules of Procedure, and at this website: <http://www.ongov.net/planning/ocpbpreferableactions.html>.

Please contact OCDOP staff at (315)435-2611 or [countyplanning@ongov.net](mailto:countyplanning@ongov.net) with any questions.

**CASE NUMBER:** S-24-1  
**REFERRING BOARD:** City of Syracuse Planning Commission  
**DATE RECEIVED:** 1/3/2024  
**TYPE OF ACTION:** Subdivision  
**APPLICANT:** Gary Brandeis  
**LOCATION:** 1030-60 East Genesee Street  
**WITHIN 500' OF:** Institute for Human Performance (SUNY Upstate), a NYS facility  
**TAX ID(s):** 048.-12-02.1  
**RELATED CASES:** S-22-68

## Project Summary:

The applicant is proposing to modify a subdivision previously approved by the City Planning Commission. The Board previously offered No Position with Comment on S-22-68 to divide one lot into two, advising the applicant to work with the City of Syracuse and Onondaga County Department of Water Environment Protection (OCDWEP) regarding their plans for the site.

The applicant is currently proposing to divide the parcel currently containing two buildings comprising the Collegian Hotel and Suites into two new lots. New Lot 1060-A will be 1.982 acres and contains the 2-story building and New Lot 1030-A will be 0.704 acres and contains the 7-story building. A driveway from East Genesee Street (NYS Route 92) marks the boundary between the proposed lots and will be entirely contained within new Lot 1030-A. The proposed changes to the previously proposed subdivision are to have an access easement for new Lot 1060-A on the main driveway and to move the rear boundary of new Lot 1030-A back approximately 25’.

Proposed Lot 1030-A will retain road access from East Genesee Street along the lot's western boundary in addition to the main driveway between buildings. Proposed Lot 1060-A will contain most of the parking lot including its two access points from Madison Street.

Per the project site review resolution dated 2/21/23 included with the referral materials, proposed Lot 1030-A will retain the existing 7-story building which will continue use as a hotel. The 2-story building on proposed Lot 1060-A will be demolished to allow construction of a 5-story 145 dwelling unit building.

**Recommendation:** No Position

City of Syracuse  
**Parcel History**  
 01/01/1900 - 01/17/2024  
 Tax Map #: 048.-12-02.1  
 Owners: Scholar Syracuse LLC  
 Zoning: MX-4

Address	Date	Transaction	Transaction Type	Status	Description
1030-60 Genesee St E & University	10/02/13	Violation	2010 IFC - Section 1024.6 - Access to a public way	Closed	
1030-60 Genesee St E & University	05/23/14	Completed Complaint	Fire Safety	Completed	2013-24249
1030-60 Genesee St E & University	06/21/16	Violation	SPCC - Section 27-57 (a) (2) - Electrical Wiring and Equipment	Closed	
1030-60 Genesee St E & University	06/21/16	Violation	2010 IFC - Section 1006.1 Illumination required	Closed	
1030-60 Genesee St E & University	06/21/16	Violation	SPCC - Section 27-57 (a) (2) - Electrical Wiring and Equipment	Closed	
1030-60 Genesee St E & University	06/21/16	Violation	SPCC - Section 27-57 (a) (2) - Electrical Wiring and Equipment	Closed	
1030-60 Genesee St E & University	06/05/17	Completed Complaint	Fire Alarm	Completed	2017-14945   On the above noted alarm, a detector in the second floor was found to have water leaking into the detector. The staff was to notify the alarm company to restore the system. The alarm system was left in alarm and silenced.
1030-60 Genesee St E & University	08/21/18	Completed Complaint	No Smoke Detectors	Completed	2015-10786   water in detector system in trouble see attached
1030-60 Genesee St E & University	11/30/18	Completed Complaint	Cert of Use - Bar	x Not Active	CU2014-0345   Genesee Inn
1030-60 Genesee St E & University	02/13/19	Complaint	Sidewalk-need snow removd	Needs Review	2019-03234   The sidewalk at the rear of the property on the odd side of the 800 block of Madison Street is extremely unsafe due to ice. Coworkers and I work in the SUNY IHP bldg on 505 Irving and park in the Grace Church lot and have to walk on the road due to that section not ever being shoveled.
1030-60 Genesee St E & University	08/14/20	Violation	SPCC 27-43 (e) (1)(2)(3)(4) Certification	Closed	
1030-60 Genesee St E & University	09/15/20	Completed Complaint	Smoke Alarm Certification	Completed	2020-14371

City of Syracuse  
**Parcel History**

Address	Date	Transaction	Transaction Type	Status	Description
1030-60 Genesee St E & University	11/08/20	Complaint	Cert of Use - Bar	x Needs Site	CU2018-0044   Scholar Syracuse New owner of Genesee Inn
1030-60 Genesee St E & University	06/02/21	Violation	SPCC 27-43 (e) (1)(2)(3)(4) Certification	Closed	
1030-60 Genesee St E & University	11/18/21	Complaint	Certificate of Compliance	x Issued	2021-23943   Certificate of Compliance, Hotel, 2 Bldgs, 159 rooms
1030-60 Genesee St E & University	11/18/21	Violation	SPCC SEC. 27-15	Open	
1030-60 Genesee St E & University	11/24/21	Completed Complaint	Smoke Alarm Certification	Completed	2021-06940
1030-60 Genesee St E & University	11/24/21	Violation	Section 901.4.1 - Required Fire Protection Systems	Closed	
1030-60 Genesee St E & University	05/23/22	Completed Complaint	Smoke Alarm Certification	Completed	2022-03355
1030-60 Genesee St E & University	05/27/22	Completed Complaint	Suppression-not sprinkler	Resolved	2021-24061   Lack of coverage in hood suppression system
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10 - Emergency lighting equipment inspection and testing	Open	
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10 - Emergency lighting equipment inspection and testing	Open	
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10 - Emergency lighting equipment inspection and testing	Open	
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10 - Emergency lighting equipment inspection and testing	Open	

City of Syracuse  
**Parcel History**

Address	Date	Transaction	Transaction Type	Status	Description
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 FCNYS- - 1031.10	Open	- Emergency lighting equipment inspection and testing
1030-60 Genesee St E & University	09/02/22	Violation	2020 PMCNYS - Section 505.4	Open	- Water heating facilities
1030-60 Genesee St E & University	08/17/23	Violation	SPCC 27-43 (e)	Closed	(1)(2)(3)(4) Certification

City of Syracuse  
**Parcel History**

<b>Address</b>	<b>Date</b>	<b>Transaction</b>	<b>Transaction Type</b>	<b>Status</b>	<b>Description</b>
1030-60 Genesee St E & University	08/23/23	Completed Complaint	Smoke Alarm Certification	Completed	2023-04386





OFFICE OF ZONING ADMINISTRATION  
Ben Walsh, Mayor

To: Scholar Syracuse LLC c/o Alex Feldman  
From: Haohui Pan, Zoning Planner  
Date: 1/18/2024 11:33:26 AM  
Re: Resubdivision R-22-63M1  
1030-60 Genesee St E & University, Syracuse, 13210

The Departments and/or Boards below have reviewed your application and provided the following comments for your information and action as appropriate.

Please modify the proposal as necessary to address the comments/recommendations. Upon receipt of any revisions and/or written justification to the Office of Zoning Administration, a Public Hearing will be scheduled.

Please contact the Zoning Office at (315) 448-8640 or [Zoning@syr.gov](mailto:Zoning@syr.gov) if you have any questions.

Approval	Status	Status Date	Reviewer	Comments
Eng. Mapping - Zoning	Internal Review Complete	01/11/2024	Ray Wills	-The bearings for the streets in question AGREE with the Official City Records for the area. The Office of the City Engineer only verifies ROW bearings, not interior angles, bearings abutting neighboring properties or private easements. City Plat# 174
Finance - Zoning	Internal Review Complete	12/28/2023	Veronica Voss	1030-60 Genesee St owes for January, 2024 - no delinquencies. I do not see a second property listed.
Eng Stormwater (SWPPP)- Zoning	Internal Review Complete	12/29/2023	Mirza Malkoc	<ul style="list-style-type: none"><li>• No stormwater impacts regarding the re-subdivision request.</li><li>• Site elevations for future construction shall be graded to prevent stormwater sheet flow to adjoining properties &amp; to the City R.O.W.</li></ul>
Eng Sewers- Zoning	Internal Review Complete	12/29/2023	Mirza Malkoc	<ul style="list-style-type: none"><li>• Sewer facilities are available. This is just a reminder that Onondaga County owns and maintains the sewer main along East Genesee Street so if a new connection is required the property owner will have to receive Onondaga County's WEP Department approval.</li><li>• Future construction on a new lot will require new lateral to main, construction may be subject to Onondaga County's 1:1 offset to be determined/ administered by the City. Onondaga County Plumbing Control shall review and approve the plans as well.</li><li>• All installation &amp; restoration work to be done to City of Syracuse specifications &amp; details.</li></ul>
Eng. Design & Cons. - Zoning	Internal Review Complete	12/29/2023	Mirza Malkoc	<ul style="list-style-type: none"><li>• No objection to re-subdivision.</li><li>• Any future construction/development on these lots will</li></ul>

be subject to the City plan review, approval and permitting process as applicable.