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December 16, 2024

VIA E-MAIL
City of Syracuse
City Planning Commission
233 East Washington Street
Syracuse, NY 13202

Re: Application SP-24-15 – Special Use Permit and MaSPR-24-28
Major Site Plan Review for property located at 1001 E Brighton Ave.
Owned by Brighton Mews, LLC.

Dear Commission Members:

This it to report the status of discussions with representatives of the developer of the above referenced proposal to implement the agreement reached at the meeting in the Zoning office.

Based on the explanation below, we do not believe the developer ever intended to go along with the agreement. Also based on the explanation below, the project cannot be built according to any of the plans submitted so far without violating the easement agreement.

NO INTENT TO AGREE:

We have agreed to the drainage plan and have made every effort to come to an agreement concerning access to and paving on the easement area. We have fully agreed, pursuant to Brad Hunt's request, to allow Benchmark and all of its contractors and subcontractors full access to the easement area subject only to reasonable insurance requirements. However the following described series of events seems to make it clear that Benchmark may not have had any intention of moving forward with the agreement.

In his initial draft of a "license agreement" received on December 5, Mr. Hunt provided in Section "9" thereof as follows:

> 9. Assignment or Sublicensing. The license granted hereby is limited to Licensee and any entities that Licensee may utilize to perform the work on this project. Licensee shall not permit or suffer the occupancy of the Licensed Area by any other third party.

Mr. Hunt's own language specifically limited access to work by or for Benchmark. In response to my objection to the word "occupancy," Mr. Hunt's December 10 draft provided essentially the same language in Section "8" as follows:

> Assignment or Sublicensing. The license granted hereby is limited to Licensee and any entities that Licensee may utilize to perform the work on this project. Licensee shall not permit or suffer the entry or use of the Licensed Area by any other third party.

The specific restriction against third parties is and was Mr. Hunt's language. The language is typically (possibly always) included in a property license agreement. We agreed to Mr. Hunt's revised language.

Sometime on December 12, Benchmark submitted plans inconsistent with their agreement. After hours on December 12, for the first time, Mr. Hunt demanded a change to the license agreement which would allow Benchmark to assign its rights to access the easement area to ANY third party. When asked why, Hunt replied that Benchmark may want to sell the property before construction.

I expressed reluctance to agree especially because this came in at the last hour as has everything else concerning the easement–a fact duly noted at one of the Commission meetings.

I preliminarily rejected the proposed change. Mr. Hunt responded at 3:13 p.m. on December 13 that "...I think we are at an impasse, and we will seek site plan approval without your client's agreement. To be clear, as stated in my previous email, we are NOT saying that we will sell or that we won't handle the building; we are simply providing for a possibility." Seeking approval without any cooperation with us had already happened the day before.

I spoke with Mr. Hunt late Friday and indicated that I would agree if an assignee is required to agree in writing to be bound by the license agreement and if Benchmark retains its responsibilities under agreement. Mr. Hunt indicated he would "consider" the former but was "skeptical" of the latter. Therefore, Mr. Hunt was demanding a change which would allow Benchmark to assign the license to anyone and immediately have no responsibilities under the agreement.

Given Hunt's immediate call to an "impasse," and because plans contrary to the agreement were prepared and/or filed before the new demand was made, I truly believe the last minute demand was a poison pill sent with the specific intent to represent (or misrepresent) to the Commission that an agreement regarding the easement area could not be reached–after I believed an agreement already had.

The timing and preparation of the submission to the Commission and the new demand from Hunt absolutely proves in my mind that conduct of Benchmark at the Zoning meeting was

intended as a subterfuge–not only on my clients but also on the members of the Commission and City staff.

Under the pretext that an agreement could not be reached, the applicant is again trying to obtain approval of a project it cannot legally build according to plan and which it may not have had any intention of building itself. The fact that assignment has now become a "drop dead" issue would appear to indicate that Benchmark may have always had intended to flip the project.

MULTIPLE AND CONTINUING MISREPRESENTATIONS TO THE COMMISSION?

Mr. Hunt insisted that this was just an oversight on his part–presumably a continuous "oversight" during 10 days of working on agreement language. That explanation is completely belied by timing of the demand and the declaration of an "impasse" after contrary plans had already been prepared and submitted.

Such might be true. However, we had also been asked to believe it was an oversight on the part of Mr. Freeman to send us plans including additional drainage structures while, at the same time and without notice to us, submitting plans to the Commission without them.

The Commission was also previously asked to believe that the perfectly clear language of the easement agreement between Brighton Mews and Greenwich Manor was so misinterpreted that it was believed a curb could be installed in the easement area– a curb which was not at all clearly marked on any of the submitted plans.

As discussed below, Mr. Hunt has also essentially asked the Commission to believe that trees on the border of the easement or the roots of trees can be half removed without disturbing the easement area.

Whether intentional or not, Benchmark and its advisors have repeatedly made incredible representations to the Commission and to us which, at a minimum, create the appearance of intentional subterfuge.

THE PROJECT ABSOLUTELY CANNOT BE BUILT WITHOUT VIOLATING THE EASEMENT:

In spite of Mr. Hunt's repeated assertions to the contrary, the project cannot be built according to any of the plans submitted without Greenwich Manor's consent and cooperation.

I personally went to the site to examine the trees. Using measurements from the edge of the pavement as shown on all of Benchmark's maps, I could ascertain that there are large trees

with trunks straddling the border. Given the location of the trees it is not possible to install the curbing without violating the easement agreement.

I consulted with a leading forester who has indicated that the root systems of all of the trees are interconnected and that almost all of the trees are within four feet of the easement border. He indicated that there was no way install the proposed curbing without undermining the survival and safety of the trees on the easement area. He also indicated that there was no safe way to remove any of the trees without access to the easement area. Benchmark's advisors certainly know this is true. Evidently, the plan is to flip the project and make these issue the problem of a buyer and Greenwich Manor.

Removal of trees near a border is prohibited by law, violates national forestry standards, and is regulated by OSHA.

HOWEVER, there is a much more important implication of the location of the trees. The location of the trees actually proves that Greenwich Manor, not Brighton Mews, owns the easement area. The trees are clearly "border" trees–trees so close to the historically recognized line between properties that the respective owners refrained from removal. New York law provides that the location of border trees establishes the actual ownership line between properties regardless of any conclusion of or disagreement among surveyors.

It is important to remember that Brighton Mews' surveyor created a totally new description of the Brighton Mews' property which contained significant differences from the description in every predecessor's deed. The most recent survey of Greenwich Manor shows a border line completely consistent with the location of the border trees. The Greenwich Manor survey is correct.

I do not believe that the easement agreement would prelude litigation of Greenwich Manor's actual ownership of the easement area. I am more than prepared to commence such litigation and I am confident we would prevail.

RENEWAL OF ALL OBJECTIONS:

In light of what appears to be disingenuous conduct by and on behalf of the applicant and the fact that the project cannot be built according the any of the plans yet submitted to the Commission, we hereby reiterate each and every objection to the project included in prior correspondence and/or presented at the Commission meetings. Without limitation, we specifically object on the grounds that the project is much too large for the subject property and that the project is completely inconsistent with every other property in the area. I would add that the Commission should also take into consideration that none of us know who what entity with what reputation (or lack thereof) might purchase the property from Benchmark.

Again the primary duty of the Commission should be to the property owners and residents of the area. We are very "skeptical" of Benchmark. We are much more skeptical of the unknown.

As always, we very much appreciate the Commission's attention to this matter.

Very truly yours,

Michael J. Sarofeen

MJS/aa
cc: W. Bradley Hunt, Esq.

Wu, Zhitong

From: Laura Serway <lcserway@gmail.com>
Sent: Monday, December 16, 2024 7:28 PM
To: Zoning; Monto, Jimmy
Cc: Laura Serway
Subject: [EXTERNAL] Application SP-24-29

After reading over the application for the change of land use I have a few questions.

Without walking the property it is hard to see the back of the property, where the land ends and how it butts up to other properties behind it and along the sidewalk. The grounds behind it are in terrible condition and that must be addressed. It is tough to walk on that sidewalk there, as the trees are never trimmed, leaves not cleaned up and they RARELY do they shovel it! I walk all around Eastwood, it is always an issue coming down that Forest Hill on that sidewalk.

Behind and around the building is ALWAYS a mess! Garbage, junk you name it, will that be cleaned up first, I didn't see but will they have to then fence in around their property? That would be a huge help to those of us that have the stranglers in the neighborhood that like to jump 4 foot fences and just walk on our property as desired.

Will they have more cameras and will they cooperate with the neighbors if we have questions?

I am happy to see that they will be asked to include a dumpster gated corral, thank you. I think they are trying hard to run a good operation in general, I give them credit. I don't go in there often as the lack of the hood makes the smell in there difficult for me to be in there long.

I am sorry that I can't attend, thank you for sending along the postcard. Please let me know when the minutes and the determinations are posted. Thank you

Best,

Laura
315-569-4143
LCSerway@gmail.com

WASHINGTON SQUARE Neighborhood Association Syracuse

12/13/24
Syracuse City Planning Commission
233 East Washington Street
Common Council Chambers, City Hall
Syracuse, NY 13202

Re: Concerns Regarding Special Use Permit Application SP-24-30 for 623-25 Wolf Street
Dear Members of the Syracuse City Planning Commission & Zoning Administration,
I am writing to express serious concerns regarding Special Use Permit Application SP-24-30, which seeks to open a restaurant at 623-25 Wolf Street. The property's history and its impact on the neighborhood must be carefully considered in your decision.
The previous business at this location—a bar—caused years of chaos. Noise, crime, and unruly behavior from its patrons made life unbearable for nearby residents. It took tireless effort and hard work from neighbors, who made countless police calls and pushed for code enforcement actions, to finally get this business shut down. The owner voluntarily gave up the liquor license after failing to maintain control. Now, this same owner is seeking approval to reopen as a restaurant. While the focus is on food, there's no guarantee that past problems won't return.
Our Concerns

1. **History of Mismanagement**: The owner's inability to manage the bar effectively raises serious doubts about their ability to run a restaurant without similar issues.
2. **Risk of Recurring Problems**: Without proper safeguards, the restaurant could attract the same type of disruptive clientele, creating a repeat of the earlier issues.
3. **Neighborhood Impact**: Residents endured years of noise, late-night disruptions, and unsafe conditions. The neighborhood should not go through this again.
4. **Lack of Community Trust**: This location/area is already associated with problems. Many neighbors feel this business serves the owner's interests, not the community's.

Recommendations
If this permit is considered, the following conditions must be mandatory:

- **Strict Rules**: Clear guidelines on operating hours, noise control, and public behavior must be enforced from day one.
- **Accountability**: Require regular check-ins with the city codes, police, and health department inspections to ensure compliance.
- **Security Measures**: A plan for maintaining order, including adequate security, should be a non-negotiable condition.

Our neighborhood deserves better. We are not opposed to new businesses, but they must respect the community and improve it—not drag it back into the same problems we fought so hard to resolve. Furthermore, the neighborhood does not need another vacant building, which would become a magnet for squatters and vagrants if this venture fails.
If our recommendations cannot be adhered to or agreed upon, we vehemently oppose this permit.
Thank you for your time and consideration.
Sincerely,
Catherine Cullivan, Acting-President,
On behalf of the WSNA – Syracuse

Catherine Cullivan