

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(09/15)

REGULAR MEETING - SEPTEMBER 18, 2023

1:00 P.M.

1. *Pledge of Allegiance to the Flag – (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation – (Led by Deacon Nick Alvara, St. Joseph's Church, Syracuse, New York)*
3. *Roll Call – (Present – 6; Councilors Caldwell, Allen, Monto – Absent)*
4. *Minutes – September 5, 2023 – (Adopted 6 – 0)*
5. *Petitions – (Relative to the proposed Special Permit for a Car Wash at 1001 East Brighton Avenue)*
6. *Committee Reports – (Neighborhood Preservation; Public Works)*
7. *Communications – (From Sustainable Comfort, a letter accepting the permission, terms and conditions outlined in Special Ordinance #540-2023.)*

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NEW BUSINESS  
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BY PRESIDENT HUDSON:

- WD** 8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2023/2024.*

**WD**

BY COUNCILOR CALDWELL:

- 6-0** 9. *Application & Agreement – To and With Better Cities for Pets, for the Keep Us Together initiative in an amount not to exceed \$20,000. Keep Us Together, in partnership with Cuse Pit Crew, will provide access to care and resources for pet owners in need, and will work with dog control and other animal humane organizations to help provide food, medical bill payments, euthanasia, dog training, and transportation for vaccination and spay/neutering appointments. This initiative will target low-income pet owners in zip codes 13204 and 13205. There is no local match required.*

**638**

BY COUNCILOR GREENE:

- 6-0 10. Advertise Public Hearing – Relative to, authorizing the approval of a ten (10) year Cable TV Franchise Agreement with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Under the terms of this agreement, Spectrum will continue to pay the 5% gross receipts franchise fee and will follow City permitting rules for operating within the right-of-way. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.) 639
- H 11. Authorize – The approval of a ten (10) year Cable TV Franchise Agreement (renewal) with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Spectrum is a direct subsidiary of Charter Communication, Inc. (“Charter”). Charter is the successor in interest to Time Warner Cable which was approved by the Mayor and the Common Council to operate the Cable TV Franchise through the adoption of Ord. #491-1997. Spectrum will continue to pay the maximum allowed by law (5% gross franchise fee) that’s currently being collected and will be required to follow City permitting rules for operating within the right-of-way. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.) H
- H 12. Agreement – With Spectrum Northeast, LLC (Spectrum) to accept a donation of studio equipment at an estimated value of \$4,500. Under the new City-Spectrum cable television franchise agreement, the requirement to maintain a public studio facility has been discontinued. The equipment will be free, but the City will incur the cost of removal, as detailed in the agreement. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.) H
- 6-0 13. Agreement – With Bonadio Group, for the audit of certain engineering consultant contracts, on behalf of the Department of Finance, to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultants for both direct and indirect costs, to expire on June 30, 2025. NYS DOT requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000 to provide assurance that the consultants have invoiced the City in accordance with the contracts. Total estimated cost is between \$7,000 - \$10,000 per grant, charged to Account #07.599807, with subsequent 80% reimbursement from the State and Federal Governments. The Mayor has waived the RFP process. 640
- 6-0 14. Agreement – With CivicPlus, on behalf of the Office of Analytics, Performance & Innovation, to cover the maintenance costs of the SeeClickFix software product, the platform used by the City for its SYRCityLine’s constituent service request portal, for the period of January 1, 2022 – December 31, 2023. Total cost not to exceed \$125,589 charged to Account #16800.540530. 641

- 6-0 15. Amend – Ord #318 (06/05/2023), “Authorize - Memorandum of Understanding (MOU) between the City and Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a “GPL”, on behalf of the Office of Accountability, Performance, & Innovation, to provide services to the City to develop and execute innovative initiatives relative to the City’s procurement processes, for the period of one (1) year commencing from date of execution. No cost to the City. The Mayor waived the RFP process”. Amend to extend the contract to expire on April 30, 2025. All other terms and conditions remain the same. 642
- 6-0 16. Approve – Settlement – Aurelia Giardina v. City of Syracuse (Index No. 004454/2023) relative to personal injury from a slip and fall at the Clinton Square Ice Rink, in the month of December 2022, in the amount of \$90,000 from Judgement and Claims Account #599308.01.93000. 643
- 6-0 17. Confirm – Reappointment by the Mayor of Leah Witmer as Director of the Bureau of Administrative Adjudication for a five (5) year term. 644
- 6-0 18. Correct Tax Rolls – (455 North Franklin Street & Plum Street, 211 Lincoln Park Drive, 201 South Midler Avenue & Northcliff Road, and 105 Gebhardt Avenue, to change the assessment roll for tax years 2023/2024 and tax years 2017/2018, 2018/2019, 2019/2020, 2020/2021, and 2021/2022) as detailed in Appendix “A” and “B”. 645
- 6-0 19. Resolution – To reappoint Susan Straub to the Board of Assessment Review for a five (5) year term to expire September 30, 2028, pursuant to Section 523 of the NYS Real Property Tax Law. 23-R

BY COUNCILOR GETHERS:

- 6-0 20. Agreement – With Fisher Associates, JMT of New York, Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., for Traffic and Transportation Engineering Services, on behalf of the Department of Public Works, for a period of one (1) year from the date of execution, with two (2) one-year renewal options subject to the approval of the Mayor and the Common Council. The services will include assisting the City with design and implementation of transportation projects, safety reviews, and to ensure compliance with State and Federal guidelines. Total cost not to exceed \$275,000 charged to Account #541500.01.81800. 646
- 6-0 21. Amend – Ord. #469 (07/03/2023) “Purchase w/c/b – From T.H. Kinsella, disposal services for hard fill, for the period of July 1, 2023 – June 30, 2024, on behalf of the Department of Public Works. Total cost not to exceed \$15,000 charged to Account 06.81100.540552.” Amend to increase the rate per ton from \$2.25 to \$3.50 and increase the cost not to exceed \$20,000. All other terms remain the same. 647
- 6-0 22. Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$38,803, to be used to purchase ten (10) Cart Tippers needed for the Cart Roll-out Program, deposited in Account #08.599808.14905.800012922. 648

BY COUNCILOR SCHULTZ:

- 6-0** 23. Agreement – With Strategic Development Specialists, LLC, for Infrastructure Improvements Funding Procurement in conjunction with the I-81 viaduct project, on behalf of the Department of Engineering, for a period of one year from the date of execution. Strategic Development Specialists, LLC will seek out and apply for all relevant grant funding to be used for the repair or replacement of aging infrastructure in the areas adjacent to the viaduct removal. Total cost not to exceed \$60,000 from ARPA Account #08.8.121505.800011922, an account established by the Commissioner of Finance for the I81 Master Planning Project. **649**
- 6-0** 24. Transfer Funds - From ARPA Account 08.8.12105.800043722 in the amount of \$60,000, as detailed in the legislation, to Account 08.8.121505.800011922, to support an agreement with Strategic Development Specialists, LLC, for Infrastructure Improvement Funding Procurement in conjunction with the II-81 viaduct project. **650**
- 6-0** 25. Authorize - The Mayor on behalf of the City of Syracuse to endorse an application by the New York State Department of Transportation (NYSDOT) for the Reconnecting Communities and Neighborhoods Program (RCN) for funding for transportation infrastructure projects, especially within the new 15<sup>th</sup> Ward neighborhood, administered by the United States Department of Transportation (USDOT) and execute a municipal endorsement or written instruments associated with the application as necessary. **651**
- 6-0** 26. Application & Agreement – With U.S. Department of Transportation, (USDOT) Reconnecting Communities and Neighborhoods (RCN) Program, as a co-applicant NYS Department of Transportation (NYSDOT) will serve as lead funding applicant. If awarded, NYSDOT and the City plan to pursue Neighborhood Access and Equity funding through the Regional Partnerships Challenge for an estimated award of \$150-\$180 million, to support the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current street, and the construction of a Linear Park in the New 15<sup>th</sup> Ward neighborhood. No local match is required. **652**

BY COUNCILOR HOGAN:

- 27.** Special Permit – To approve a Car Wash on the property located at 1001 East Brighton Avenue. No one spoke in favor and six (6) people spoke in opposition to the proposal. The Planning Commission granted four (4) waivers in regard to the allowed number of signs, the allowable square footage of the sign area, driveway and curb cut width, and lighted signs close to signalized intersections regulations. Joe Hucko–Brighton Mews, LLC, owner/applicant.
- Sent back to Planning Commission
- Sent back to Planning Commission

**6-0** 28. *Accept – From Onondaga County, an investment to establish a South Salina Façade Improvement “Main Street” Program, to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Total amount not to exceed \$1,250,000. No City funds are required. Any matching funds will be provided by the private owner of the benefiting structure.* **653**

**6-0** 29. *Accept – From Onondaga County, an investment to establish a South Salina Façade Improvement “Main Street” Program, to target building renovations to commercial and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Total amount not to exceed \$1,250,000. No City funds are required. Any matching funds will be provided by the private owner of the benefiting structure.* **654**

BY COUNCILOR MAJOK:

**6-0** 30. *Amend – Ord. #405 (06/21/2022) “Contract – With Solon Quinn Studios, for professional services to include marketing, photography, videography, graphic design, and microsite development services, on behalf of the Police Department, to expand on the recruitment and public relations efforts. The term will be from June 1, 2022-May 31, 2023, with two (2) one-year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$205,000, charged to Account #541500.01.31230.” Amend to authorize the first of two (2) one-year renewal options, from June 1, 2023 – May 31, 2024. Total cost not to exceed \$205,000 from Account #541500.01.31230. All other terms remain the same.* **655**

(SUPPLEMENTAL AGENDA – SEPTEMBER 18, 2023)  
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR HOGAN:

**6-0** 31. *Resolution - Affirming the City of Syracuse and the Syracuse Housing Authority’s commitment to advance the community vision of the East Adams Street Neighborhood Transformation Plan for the benefit of current and future residents, businesses, and community anchors within the new 15<sup>th</sup> Ward.* **24-R**

Syracuse Common Council  
Adjourned at 1:10 PM

**ORDINANCE AUTHORIZING MAYOR TO  
SUBMIT AN APPLICATION FOR A GRANT FOR  
BETTER CITIES FOR PETS IN THE AMOUNT  
NOT TO EXCEED \$20,000 AND EXECUTE A  
CONTRACT OR WRITTEN INSTRUMENTS  
ASSOCIATED WITH THE GRANT AS  
NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application with Better Cities for Pets for a grant in the amount not to exceed \$20,000; said funds will be used to provide low-income pet owners with access to financial assistance and pet care resources, including but not limited to assistance obtaining pet food, paying pet medical bill, euthanasia, dog training, transportation to vaccination, and spay and neutering services; no City matching funds are required; and

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

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



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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

August 28, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

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

Re: Request for Legislation

Dear City Clerk McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to apply and enter into an agreement with Better Cities for Pets for a grant in the amount not to exceed \$20,000.00.

This initiative *Keep Us Together*, in partnership with Cuse Pit Crew will provide access to care and resources to pet owners in need. *Keep Us Together* will work in partnership with dog control and other animal humane organizations to help pet owners in tough times. In aiding pet owners, food, medical bill payments, euthanasia, dog training, and transportation to vaccination, spay & neutering appointments will be made available through this funding. We intend to provide support and resources to low-income pet owners from targeted zip codes (13204 & 13205). There is no matching requirement.

Please contact me at 315-448-8061 or [JBurke@syr.gov](mailto:JBurke@syr.gov) with any questions.

Sincerely

Janet Burke  
Director of Research

**Bureau of Research**  
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**Ordinance No.**

**2023**

**ORDINANCE AUTHORIZING A PUBLIC HEARING RELATIVE TO THE APPROVAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SPECTRUM NORTHEAST, LLC FOR A TEN (10) YEAR TERM EFFECTIVE UPON APPROVAL BY THE NEW YORK STATE PUBLIC SERVICE COMMISSION**

BE IT ORDAINED, that a public hearing be held in the Common Council Chambers, City Hall, Syracuse, New York, on October 2, 2023 at 1:00 p.m. relative to the approval of the cable television franchise agreement between the City of Syracuse and Spectrum Northeast, LLC and the City Clerk is hereby directed to cause a Notice of Public Hearing in the form attached hereto as Appendix "A" to be published once in the official City of Syracuse newspaper at least ten (10) days prior to the hearing.



# **NOTICE OF PUBLIC HEARING**

*For the approval of a Cable Television Agreement between  
Spectrum Northeast, LLC and the City of Syracuse*

PLEASE TAKE NOTICE, that the City of Syracuse will hold a Public Hearing on October 2, 2023 at 1 p.m. in the Common Council Chambers, City Hall, 233 East Washington Street, Syracuse, New York regarding granting a cable television franchise agreement by and between the City of Syracuse and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications.

A copy of the agreement is available for public inspection during normal business hours at the City of Syracuse Clerk's office, City Hall, 233 East Washington Street, Syracuse, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Dated: September 18, 2023

By Order of the Common Council  
City of Syracuse

**ORDINANCE APPROVING A CABLE  
TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND  
SPECTRUM NORTHEAST LLC FOR TEN YEARS  
COMMENCING UPON THE DATE OF  
APPROVAL BY THE NEW YORK STATE  
PUBLIC SERVICE COMMISSION**

WHEREAS, an application has been duly made to the Common Council of the City of Syracuse, County of Onondaga, New York, by Spectrum Northeast, LLC, (“Spectrum”) an indirect subsidiary of Charter Communications, Inc. (“Charter”), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057, for the approval of a renewal agreement for Spectrum’s cable television franchise for ten (10) years commencing with the date of approval by the New York State Public Service Commission; and

WHEREAS, following notice of a public hearing, which was duly published in the Syracuse Post-Standard, the Common Council held a public hearing on the application on October 2, 2023;

WHEREAS, the Common Council has determined that Spectrum has the technical ability, financial condition, and character necessary to operate a cable television system within the City of Syracuse; and

WHEREAS, franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings;

NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a non-exclusive franchise renewal agreement with Spectrum pursuant to the following:

- (1) the Common Council hereby approves Spectrum's application for a franchise renewal agreement and for the operation and maintenance of a cable television system within the City of Syracuse and on and under its streets (and adjacent public areas) in accordance with, and pursuant to the attached terms and conditions, provisions and limitations of the proposed franchise agreement attached hereto and on file with the City Clerk; and
- (2) the Common Council finds that Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
- (3) the Common Council finds that Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
- (4) the Common Council finds that Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

; and

BE IT FURTHER ORDAINED, that the Common Council of the City of Syracuse hereby grants the cable television franchise of Spectrum Northeast, LLC for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years; hence.

**FRANCHISE AGREEMENT**

**BETWEEN**

**THE CITY OF SYRACUSE**

**AND**

**SPECTRUM NORTHEAST, LLC**



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**AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SPECTRUM NORTHEAST, LLC  
GRANTING RENEWAL OF THE CABLE COMMUNICATIONS SYSTEM FRANCHISE**

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Syracuse, New York, as follows:

**SECTION 1. GRANT OF FRANCHISE**

1.1 Grant. The City of Syracuse, New York (hereinafter called the "City") hereby grants to Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc. (hereinafter "Franchisee") a renewed non-exclusive Franchise to operate a Cable System in the City, and to use the streets and public ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be appurtenant to said Cable System, subject to the terms and conditions of this agreement, and applicable law.

1.2 Term. The Franchise granted hereby shall expire ten (10) years after its Effective Date unless lawfully terminated in accordance with its terms or other applicable law or altered in accordance with Section 16.

1.3 Effective Date. This Franchise shall become effective upon the issuance of a Certificate of Confirmation by the New York Public Service Commission or as otherwise directed by the Public Service Commission.

1.4 Franchise Area. The Franchise area for which this Franchise is granted consists of all areas located within the Syracuse City limits, as they exist on the Effective Date of the Franchise, as well as any areas which are annexed by the City during the term of this agreement.

1.5 Effect of Acceptance. By accepting the Franchise, the Franchisee: (a) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (b) agrees that it will not oppose intervention by the City in any proceeding affecting the enforcement of the City's rights under this Franchise; (c) accepts and agrees to each and every provision contained herein; and (d) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and agrees that it will not raise any claim or defense to the contrary.

1.6 Rights Reserved. The City reserves the right to adopt, in addition to the provisions contained in this Franchise, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations are reasonable, not materially in conflict with the privileges granted in the Franchise, and consistent with applicable law. In entering into this Agreement, the City does not waive the right to exercise its police or other powers and Franchisee does not waive its right to challenge such exercise to the degree permitted by applicable law. The Franchisee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance.

1.7 Affiliates Must Comply. Any affiliate or joint venture or partner of the Franchisee involved in the management or operation of the Cable System in the City that would constitute a cable operator of the Cable System is subject to the limitations of, and shall comply with the terms and conditions of, this Agreement. The Franchisee shall be fully liable for any act or omission of an affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System to the extent that such act or omission results in a breach of this Agreement as if the act or omission was the Franchisee's act or omission.



1.8 Continuing Administration. The Mayor, or his or her designee, is responsible for the continuing administration of the Franchise.

## SECTION 2. SHORT TITLE AND DEFINITIONS

2.1 This Franchise Agreement shall be known and be cited as the "City of Syracuse and Charter Franchise Agreement." The following terms, phrases, words and their derivations have the meaning given herein.

**"Basic Cable Service"** shall refer to any service tier, which includes the retransmission of local television broadcast, as defined by applicable law.

**"Cable Act"** shall refer to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, and as it may be further amended during the term of the Franchise.

**"City"**, when used to refer to a geographic area, means the City of Syracuse, a political subdivision of the State of New York, in its present incorporated form or in any later recognized, consolidated, enlarged, or reincorporated form; when used to refer to an action taken by an entity, the term refers to the governing body of the City of Syracuse or any entity authorized to act on its behalf.

**"Franchise Agreement"** or **"Agreement"** shall refer to this contract between the City and the Franchisee.

**"Franchisee"** means Spectrum Northeast, LLC, the entity to which this Cable Franchise is granted by the Syracuse Common Council, and its lawful and permitted successors, assigns, and transferees.

**"Gross Revenues"** means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Franchisee derived from the operation of the cable system to provide cable service in the City. Gross Revenues shall not include any taxes on services or equipment furnished by Franchisee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Franchisee that Franchisee is required to expend for promotional activities.

**"Interconnect"** or **"Interconnection"** means the provision by Franchisee of technical, engineering, physical, financial, and all other necessary components to provide and adequately maintain a physical linking of Franchisee's Cable System with any other designated Cable System or any separate communications network so that cable services of technically adequate quality may be sent to and received from such other systems to the extent required by this Franchise.

**"Normal Business Hours"** means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

**"Other Programming Service"** means a cable service, other than a video programming service, that a cable operator makes available to all subscribers generally.

**“Signal”** means any analog or digital electrical or light impulses carried on the Cable System, whether one-way or bidirectional.

2.2 All words appearing in this Agreement which are identical to the words defined in Section 2.1 shall have the meanings set forth in Section 2.1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given, the meaning set forth in the Cable Act, and, if not defined therein, shall be given their common and ordinary meaning.

### SECTION 3. FRANCHISE -- LIMITATIONS

3.1 The Franchise does not confer rights other than as provided by this Franchise Agreement or by federal or State law.

3.2 No privilege or exemption is granted or conferred except those specifically prescribed herein.

3.3 The City may delegate its authority except as prohibited by State law.

3.4. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or State law.

3.5 Nothing in this Franchise Agreement shall be read to create an expectancy of renewal or to in any respect entitle the Franchisee to renewal or extension of this Franchise, except as provided by applicable law. Franchisee does not waive and expressly reserves all rights that it has under applicable law concerning the renewal of the Franchise.

### SECTION 4. NON-EXCLUSIVE FRANCHISE AND COMPETITION ENCOURAGED

4.1. This Franchise Agreement and the right it grants to use and occupy the public right of way is not exclusive and does not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems within the City, affect the City's right to authorize use of the public right of way by other persons to operate Cable Systems, or affect the City's right to itself construct, operate or maintain a Cable System; provided, however, that no person, including the City, may construct, operate or maintain a Cable System in the City without a cable franchise.

4.2 In the event that, after the Effective Date of the Franchise, the City grants a franchise to another person or persons to use and occupy the public right of way for the purpose of operating a cable system, the material terms and conditions of such additional franchise or franchises shall be reasonably comparable to the materials terms and conditions of the Franchise, subject to any applicable legal limitations on the City's regulatory authority.

4.3 If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the City or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the City, the City shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Franchisee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Franchisee, City shall, within

sixty(60) days of a written request from Franchisee, modify this Franchise to ensure that the corresponding obligations applicable to Franchisee are no more costly or burdensome than those imposed on the new competing provider. Any such amendment be made in writing, signed by the City and the Franchisee, and approved by the NYPSC. If the City fails to make modifications consistent with this requirement, the City agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Franchisee shall have the right and may choose to have this Franchise with the City be deemed expired thirty (30) days after written notice to the City. Nothing in this Franchise shall impair the right of the Franchisee to terminate this Franchise and, at Franchisee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 4.3 shall be deemed a waiver of any remedies available to Franchisee under federal, State or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

4.4 Notwithstanding any other provision in this Franchise, in the event any change to State or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the City, then Franchisee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Franchisee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the Effective Date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

#### SECTION 5. NO WAIVER

5.1 The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise Agreement or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

5.2 Waiver of a breach of this Franchise Agreement is not a waiver of any similar or different breach. Neither the granting of this Franchise nor any provision herein shall constitute a waiver or bar to the City's police power, including without limitation the right of eminent domain, except to the extent that the exercise of such power has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

#### SECTION 6. CUSTOMER PROTECTION

##### 6.1 Sale of Subscriber Lists and Personalized Data.

A. The Franchisee shall be subject to the provisions of federal and State law regarding limitations on the Franchisee's collection and use of personally identifiable information and the protection of subscriber privacy.

B. The City retains all rights that it may have on the Effective Date of the Franchise to adopt generally applicable and non-discriminatory consumer/customer protection laws. The Franchisee retains all rights it may have to challenge any such future laws and applications.

6.2 Maintenance and Complaints.

A. The Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

B. The Franchisee shall maintain a repair force of technicians sufficient to comply with this Franchise under normal operating conditions and to respond to subscriber complaints, loss of service, or requests for service. The Franchisee shall have in place at all times the equipment necessary to locate and correct Cable System malfunctions.

C. All subscribers and members of the general public in the City may direct complaints and inquiries regarding the Franchisee's service or performance to the City. The Franchisee shall designate a contact person to liaison with the City relative to complaints. The Franchisee has designated its Director of Government Affairs as the liaison with the City. The Franchisee's good faith or lack thereof in attempting to resolve complaints in a fair and equitable manner will be considered in connection with any renewal application filed by the Franchisee consistent with applicable law.

6.3 Non-discrimination and Equal Employment Opportunity.

A. Throughout the term of this Franchise, the Franchisee shall fully comply with the equal employment opportunity requirements of federal and State laws and, in particular, FCC rules and regulations relating thereto. Upon request by the City, the Franchisee shall furnish the City a copy of the Franchisee's annual statistical report filed with the FCC, along with proof of the Franchisee's annual certification of compliance, provided the City agrees to maintain the information as confidential and confirms that it has the power and authority to do so under applicable law.

B. The Franchisee shall not, in its rates or charges, or in the availability of the services or facilities of its Cable System, or in any other respect, make or grant illegal preferences or advantages to any subscriber, potential subscriber, or group of subscribers or potential subscribers, nor shall the Franchisee subject any such persons or group of persons to any illegal prejudice or any disadvantage. The Franchisee shall not deny, delay, or otherwise burden service or discriminate against subscribers within its franchise area in accordance with applicable law. Different rates may be offered to commercial or bulk rate subscribers and Franchisee shall have the authority to offer discounts and promotional rates.

C. The Franchisee shall not deny cable service to any group of potential subscribers because of the income of the residents of the area in which the group resides.

D. The Franchisee shall ensure that its services are accessible, as far as reasonably practical, to people with disabilities by complying with all applicable federal and State laws with respect to service to persons with disabilities.

6.4 Parental Control Device. Upon request, the Franchisee shall provide parental control devices to any subscriber consistent with applicable law.

6.5 Upon consent of the subscriber, any bill, notice or other communication provided or issued by Franchisee to any subscriber may be provided or issued solely by electronic means.

## SECTION 7. SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

### 7.1. Cable System Design and Functionality

A. As of the Effective Date of this Agreement, the Franchisee operates, maintains and makes available to all residents of the City its existing 750 MHz Cable System fed by means of fiber optic cable deployed from the Franchisee's Headend to Franchisee's fiber optic nodes, tying into Franchisee's coaxial Cable System serving subscribers. Said Cable System is fully capable of carrying 162 or more activated video programming channels in the downstream direction.

B. For as long as general practice in the industry and by the Franchisee, the Franchisee shall transmit all of its Signals to subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

C. For as long as general practice in the industry and by the Franchisee, two-way activated capacity supporting interactive services, including but not limited to digital video recorders, shall be operated and maintained in the Cable System.

D. For as long as general practice in the industry and by the Franchisee, the Headend shall have 24-hour backup power supply.

E. The Cable System delivers, and, for as long as general practice in the industry and by the Franchisee, shall continue to deliver HDTV signals throughout the term of this Agreement.

F. Franchisee shall install and maintain necessary equipment to ensure that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

G. The Franchisee shall comply with all applicable State and federal laws, as they may from time to time be amended, concerning system compatibility with subscribers' consumer electronics equipment.

### 7.2. Interconnection.

A. Interconnection of Cable System. On the Effective Date of this Agreement, the Cable System operated by the Franchisee serving the City of Syracuse also serves several other neighboring municipalities which are served from a common headend and are physically and functionally interconnected.

B. Franchisee Not a Common Carrier. Nothing in this Agreement shall be deemed to require the Franchisee to assume the status of a common carrier as defined under applicable law.

### 7.3 Performance Testing.

A. Franchisee shall perform the following tests on its Cable System:

1. All semi-annual compliance and proof of performance tests required by the FCC, if any; and

2. Cable System tests at intervals required by FCC regulations, if any.

B. Franchisee shall maintain written records of all results of its Cable System tests as required by the FCC, if any. Such test results shall be available for inspection by the City upon request.

C. Such tests may be witnessed by representatives of the City. Upon request of the City, the Franchisee shall inform the City of the time and place of testing. The City may conduct independent tests of the system for which the Franchisee shall give its fullest cooperation provided that testing does not unreasonably interfere with the operation of the system. Franchisee shall be required to take prompt corrective measures to correct any system deficiencies and to prevent their recurrence.

7.4 System Inspections. Upon thirty (30) days notification to the Franchisee, the City may inspect the Franchisee's Cable System in the right-of-way, the headend and any construction or installation work performed under this Franchise in order to determine compliance with the Franchise Agreement and applicable federal, State and local laws.

7.5 Other Construction Procedures. The Franchisee:

A. shall follow a Cable System design and construction plan consistent with its obligations under this Franchise;

B. shall use equipment of good and durable quality;

C. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall notify City residents in any construction area at least one day in advance before first entering onto property to perform any work in conjunction with Cable System construction, and shall additionally notify affected residents in advance of any work which will involve excavation, replacement of poles, or tree trimming;

D. shall ensure that any contractor or subcontractor used for work and construction, operation, or repair of Cable System equipment must be properly licensed under laws of the State and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Agreement and applicable law if the work were performed by Franchisee;

E. shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise Agreement and applicable law, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program to ensure that the work is properly performed (this section is not meant to alter tort liability of Franchisee to third parties);

F. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available for inspection as-built and design maps in the electronic format currently used by the City (ArcGIS) or other mutually agreeable format for the City's review at the local office of the Franchisee after the completion of system construction in any geographic area; this information shall be maintained as confidential; and

G. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available to the City, upon request and subject to the confidentiality provisions of Section 16.2, maps showing the actual location of additions or extensions to its lines within thirty (30) days of completion of Cable System construction in any geographic area.

#### 7.6 System Maintenance.

A. Interruptions to be Minimized. Whenever feasible, the Franchisee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum subscriber use of the Cable System. The Franchisee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

B. Maintenance Practices. In addition to its other obligations, the Franchisee shall: (a) use replacement components of good and durable quality, with characteristics better or equal to replaced equipment; and (b) follow corporate maintenance standards.

7.7 System Performance. The Cable System shall meet or exceed the FCC technical standards which standards are currently found in 47 C.F.R. 76 subpart K ("FCC Standards"), as those standards may be in effect at all times. If the City is granted authority to establish standards, such standards may be amended or added to this Franchise consistent with the procedures in Section 18.2 of this Franchise.

7.8 Future System Upgrades/Rebuilds. The Franchisee may provide additional or new facilities and equipment, expand channel capacity, and otherwise upgrade or rebuild its Cable System throughout the Franchise term as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

#### 7.9 Service Availability.

A. The Franchisee shall construct, operate, maintain and upgrade its Cable System so that it is able to provide service to all areas located in the Franchise Area described in Section 1.4 within the City as it existed on the Effective Date of this Agreement subject to Section 7.10.B. The Franchisee must build the Cable System so that it can extend service to any Person, including any Person located in areas which may be added to the current Franchise area as defined in Section 1.4 of this Agreement, in accordance with Section 7.10.B. herein.

B. System Extension Requirements-Cost Sharing. In portions of the Franchise Area where density is less than twenty (20) homes per linear strand mile of aerial cable as measured from Franchisee's closest technologically feasible tie-in point (as established by Franchisee in its reasonable discretion, taking into account its cable service delivery network architecture) that is actively delivering Cable Service, Franchisee shall extend its plant if the Person or Persons requesting service pay a contribution in aid of construction as calculated pursuant to NYPSC regulations.

C. Rebate of Cost. During a five-year period commencing at the completion of a particular line extension, pro rata refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Franchisee shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at

that same address and who has not informed the company of the subscriber's address. This provision shall be in effect if the similar requirement in NYPSC regulations remains in effect.

D. Subscriber Drops. Where a drop exceeds one hundred fifty (150) feet in length, the Franchisee may charge the subscriber for the difference between the Franchisee's actual costs associated with installing a one hundred fifty (150) foot drop and the Franchisee's actual cost of installing the longer drop.

E. Undergrounding of Drops. In any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the subscriber the option to have the drop installed underground, but may charge the subscriber the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

F. Time for Extension. The Franchisee shall extend service as described herein to any Person who requests it:

1. If the Person is located in the Franchise area and service can be provided by activating or installing a drop to that location, service shall be provided within seven (7) days of the request;

2. In cases of new construction or property development where utilities are to be placed underground, the City agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Franchisee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Franchisee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Franchisee.

3. The City shall promptly provide written notice to the Franchisee of its annexation of any territory which is being provided Cable Service by the Franchisee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the City, subject to the conditions set forth below and Section 6.1 above. The City shall also notify Franchisee in writing of all new street address assignments or changes within the Franchise Area. Franchisee shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the City if the City has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Franchisee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Franchisee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Franchisee shall not be liable for franchise fees on annexed areas unless and until Franchisee has received notification and information that meets the standards set forth in this section.



## 7.10 Public, Educational, and Government Use

### A. Designated Access Providers.

1. Subject to applicable laws and regulations, the City shall determine the use of each access channel whether for public, education, or government or any combination thereof and shall designate PEG Access providers ("Designated Access Providers") including to itself, to control and manage the use of any or all of the access channels and/or resources provided by the Franchisee under this Agreement.

B. PEG Access Channel Capacity. Franchisee shall provide PEG access channels as required by NYPSC regulations.

1. Each PEG channel signal distributed by Franchisee shall include video, accompanying audio, and closed captioning (if supplied by the City), related to the PEG programming being exhibited. The PEG signal must be available to all cable service subscribers. The Cable System, including the PEG Access Channels, shall meet or exceed the FCC's technical standards set forth in 47 C.F.R. 76 Subpart K.

### C. Requirements Regarding Rules and Procedures for use of PEG Access Channels.

1. Consistent with applicable law, the Franchisee may not exercise any editorial control over the content of programming on the designated PEG Access Channels.

2. PEG Access Channels shall be for noncommercial uses only.

D. Promotion. In order to help develop and maintain (a) awareness of the PEG Access resources and services, and (b) viewership of the PEG Access channels by City cable subscribers, the Franchisee shall, throughout the term of this Agreement, provide the following promotional services free of charge to the City or its Designated Access Provider(s)

1. If Franchisee itself produces an on-screen guide for programming lists, Franchisee shall display the PEG Access Channel listings on the electronic on-screen channel listings in the same manner as it displays all other programming on the system, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. On the Effective Date of the Franchise and for so long as the Franchisee carries an on-screen program guide service produced by a third party, the Franchisee shall provide contact information for such programming guide service to the City or its Designated Access Provider(s) to facilitate the delivery of the program information to the Franchisee's third-party programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party guide service provided that if the listing is carried in portions of Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

2. On the Effective Date of this Franchise, the Franchisee does not provide a print guide to subscribers. If the Franchisee produces a print guide which it provides to subscribers at any time during the term of this Franchise, the Franchisee shall list the PEG program schedule information in the same manner as the program schedule information for other cable channels is listed, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. If the Franchisee provides to subscribers a print guide produced by a third party, it shall provide contact information to the

City or its Designated Access Provider to facilitate the delivery of program information to the Franchisee's third party printed programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party print guide service provided that if the listing is carried in portions of the Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

E. PEG Channel Locations.

1. Subject to applicable law, the PEG Access Channels may be located on Basic Service tier and placed within reasonable proximity to each other and available at no charge to the City and its Designated Access Providers.

F. Fire Department Training Channel. On the Effective Date of this Franchise, the Franchisee was providing a channel for the exclusive use of the Fire Department for training and education purposes. The Franchisee has incorporated a scrambling system and provides the necessary devices by which the Fire Department Training Channel can be discretely broadcast to and viewed at the Fire Department locations listed in Exhibit A.

Franchisee will continue to provide a channel and all necessary functionality and converter boxes necessary for the exclusive use of the Fire Department for training and education purposes until the Fire Department terminates the use of the channel, or the current functionality of the Fire Department training channel is no longer operational. Franchisee shall not be required to repair or replace existing equipment to maintain the functionality of the Fire Department training channel. In the event Franchisee determines that it cannot or will not support the functionality of the Fire Department training channel, Franchisee will provide the Fire Chief and Mayor's Office thirty (30) days' written notice if such determination is within Franchisee's control or discretion.

G. General.

1. If Franchisee makes changes to its Cable System that necessitate modifications to PEG signal transmission facilities and equipment (including but not limited to the upstream paths), Franchisee shall provide thirty (30) days advance notice of such changes to the City and its Designated Access Providers.

7.11 No City Control. During the term of this Franchise, the City may not prohibit the Franchisee from providing any program or class of programs, or otherwise censor communications over the Cable System, except that nothing in this section shall be read to authorize the Franchisee to engage in communications which are prohibited by law.

7.12 Emergency Alert System.

A. The Franchisee shall install and maintain an Emergency Alert System (EAS) fully compliant with FCC requirements (47 C.F.R. Part 11) and NYPSC rules (Section 896.5).

SECTION 8. CONSTRUCTION STANDARDS

8.1. This Franchise does not confer the right to place or maintain facilities in any particular location, or in any particular manner, or at all times in the rights of way or any other property occupied pursuant to this Franchise.

A. Franchisee agrees that its occupation of the rights of way and such property is subject to the supervision and control of the City and applicable law. Franchisee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the City as to other public utility companies and other entities operating in the Franchise Area. The City shall cooperate with the Franchisee in granting any permits required, providing such grant and subsequent construction by the Franchisee shall not unduly interfere with the use of such Streets.

B. Subject to applicable law, Franchisee agrees, at its expense, to move, relocate or remove its facilities as directed by the City in the exercise of its police powers; agrees that should it fail to do so within a reasonable time of receiving written notice of the need to relocate or remove, the City may perform the work required and Franchisee shall pay the reasonable cost thereof; and agrees that in the event of emergency, the City may move, relocate or remove Franchisee's facilities without notice to Franchisee. Any work performed by the City shall adhere to the same construction codes, standards and practices as are applicable to Franchisee under this Agreement. Except as specifically stated, any action the Franchisee may be required to take shall be at Franchisee's expense to the extent all other users of the rights-of-way are responsible for the similar costs related to relocation of their facilities. Nothing in this Franchise shall prohibit or hinder the City from its right to perform or carry out public works or public improvements. Franchisee shall repair or replace any City property damaged by the Franchisee and shall relocate its system if directed by the City. Franchisee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the City shall make application for such funds on behalf of the Franchisee.

C. The construction, installation, operation, and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with, to the extent applicable, the following safety, construction, and technical specifications, codes and standards:

1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
2. National Electrical Safety Code (NESC);
3. Obstruction Marking and Lighting, AC 70/7460, i.e., Federal Aviation Administration;
4. Construction, Marking and Lighting of Antenna Structures, FCC Rules 47 C.F.R. Part 17;
5. all federal, State and municipal construction requirements, including FCC Rules and Regulations and environmental regulations;
6. all building and zoning codes, and all land use restrictions and local safety codes; and,
7. State or local standards for Vehicular Traffic Control.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as those standards, if followed, would result in a Cable System which could not meet requirements of applicable law; and except for such minor modifications as are typical in the industry). The City may adopt reasonable additional standards after consultation with the Franchisee as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur during the Franchise term.

## SECTION 9. RATE REGULATION

9.1 For rates subject to regulation by the City, all cable service and equipment charges to subscribers shall be uniform throughout the franchise area as required by applicable law, with a written schedule of fees for all services offered available upon request. The Franchisee hereby agrees to provide each new subscriber with prices and options for programming services and conditions of subscription to cable service and equipment.

9.2 The City may not regulate Franchisee's rates and charges, except as permitted by federal law. The Franchisee shall continue to provide Basic Cable Service, subject to applicable law.

9.3 The Franchisee will notify subscribers of any proposed increase at least thirty (30) days before said increase is to become effective in writing and/or through on-screen in the manner required by PSC rules or other applicable law.

## SECTION 10. FRANCHISE FEES

10.1 The Franchisee shall pay to the City an amount equal to five percent (5%) of the Gross Revenues. In the event that applicable federal and State laws and regulations are amended so that a different stated maximum percentage franchise fee rate is established, or so that a different maximum revenue base on which franchise fees may be imposed is established, then the amended rate and/or amended revenue base shall apply under this Franchise if approved by the City of Syracuse City Council after a public hearing and upon sixty (60) days prior written notice to Franchisee.

10.2 If Cable Services subject to the Franchise Fee required under this Section 10 are provided to subscribers for a bundled charge in conjunction with non-cable services, Franchisee shall allocate revenue between Cable Services and non-cable services in a manner consistent with generally accepted accounting principles and not in a manner designed for the purpose of evading or substantially reducing Franchisee's Franchise Fee obligations to the City.

10.3 Franchise Fee payments due to the City under this provision shall be computed at the end of each calendar quarter and shall be due and payable no later than forty-five (45) days after the end of the calendar quarter. Each payment shall be accompanied by a statement of gross revenue for the quarter in connection with the operation of the Franchisee's Cable System in the City and a report showing the basis for computation of fees.

10.4 No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Franchise by the Franchisee, including but not limited to interest.

10.5 The Franchisee shall submit to the City a late fee on any Franchise Fee payment that is submitted after the due date as described in Section 10.3, except that the Franchisee shall be granted a five day "grace" period. Any Franchise Fee payment submitted after the five-day grace period shall be subject to a late fee. The late fee shall be interest at the rate of prime plus 1%.

10.6 The Franchise Fee shall be paid in addition to taxes, fees, charges, or assessments required by the City, State, or federal law unless such fee, charge, or assessment falls within the definition of a Franchise Fee under the Cable Act. Payments, if any, made in support of PEG Access capital, do not fall within the definition of Franchise Fee under the Cable Act, consistent with 47 U.S.C. § 542(g)(2)(c). Payments, if any, in support of PEG Access capital required by this Franchise shall not be included in the computation of Franchise Fees.

10.7 Audits to verify Franchise Fee payments for periods of up to six years may be conducted by the City. Franchisee will provide the records required by the City to conduct the audit in an electronic format.

10.8 When the Franchise terminates for any reason (other than through the issuance of a renewal or superseding Franchise), the Franchisee shall file with the City within ninety (90) calendar days of the date its operations in the City cease, a financial statement, certified by a certified public accountant or the Franchisee's chief financial officer, showing the gross revenues received by the Franchisee since the end of the previous fiscal year. Adjustments will be made at that time for Franchise Fees due to the Date that the Franchisee's operations under the terminated Franchise ceased.

10.9 The amount of franchise fees paid by Franchisee and the method of calculation of those franchise fees shall be competitively neutral and apply to all cable operators granted a franchise in the City of Syracuse.

#### SECTION 11. PROTECTION OF CITY AND ENFORCEMENT -- PERFORMANCE BOND

11.1 The Franchisee shall establish in the City's favor a performance bond in an amount of \$100,000.

11.2 The City may make a claim against the performance bond to satisfy any final judgment awarded by a court of competent jurisdiction against Franchisee related to Franchisee's failure to complete Cable System construction, upgrade, or rebuild in a safe, timely, and competent manner in accordance with the provisions of this Franchise, applicable law, and permits, or failure to comply with its obligations under this Franchise.,

11.3 The performance bond shall contain the following endorsement or a similar endorsement acceptable to the City:

"This bond may not be canceled or allowed to lapse until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

SECTION 12. PROTECTION OF CITY AND ENFORCEMENT -- APPROVAL OF SURETIES: RELATION TO OTHER REMEDIES

12.1 The insurance and bonds, required by this Franchise shall be issued, respectively, by an insurer and financial institution authorized to transact business in New York and reasonably acceptable to the City.

12.2 Recovery by the City of any amounts under this Franchise shall not in any respect limit the Franchisee's duty to indemnify the City for any amounts due the City; nor shall recovery of any amounts in any respect prevent the City from imposing penalties under New York law, or exercising any other right or remedy it may have under the Franchise or at law or equity.

SECTION 13. TERMINATION, REVOCATION, FORFEITURE

13.1 In addition to all other rights, powers, and remedies reserved by the City, the City shall have the additional, separate, and distinct rights to revoke the Franchise, or to shorten the term of the Franchise to a period not shorter than thirty-one (31) months from the date of the City's action shortening the term, or if the remaining term is thirty-six (36) months or less, half the remaining Franchise term, if:

A. the Franchisee defrauds or attempts to defraud the City or subscribers, or intentionally submits materially misleading information to the City;

B. the Franchisee violates any material provision of the Franchise; or

C. the Franchisee abandons its Franchise (the Franchisee shall be deemed to have abandoned its Franchise if it willfully refuses to operate the Cable System as required by its Franchise, when there is no event beyond the Franchisee's control that prevents the operation of the Cable System, and where operation would not endanger the health or safety of the public or property).

13.2 Before taking action under 13.1. the City shall comply with the following processes:

(a) Notice of Violation. If the City believes there is a basis to act under Section 13.1, the City shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the City shall notify the Franchisee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the City, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearing. If the Franchisee fails to respond to the Violation Notice received from the City, or if the default is not remedied within the cure period set forth above, the City Common Council shall schedule a public hearing if it intends to continue its investigation into the default. The City shall provide the Franchisee at least sixty (60) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. At the hearing, the Common Council shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not

the Franchise shall be revoked or shortened. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Common Council shall be made in writing and shall be delivered to the Franchisee. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Common Council *de novo*. The Franchisee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.3 Upon revocation of the Franchise, including exhaustion of any appeals, or upon any other termination of the Franchise (unless a Cable Act Renewal process has been invoked and is not yet completed) by passage of time or otherwise, the City shall have the right to require the Franchisee to remove, at the Franchisee's expense, its Cable System from streets, public property, and at the discretion of the property owner any private property occupied pursuant to the revoked, canceled, or terminated Franchise. The City shall notify the Franchisee in writing that the Cable System should be removed and identify any period during which the Franchisee will be required to continue to operate the Cable System as provided in Section 16. In removing its Cable System, the Franchisee shall refill and compact, at its expense, any excavation that shall be made and shall leave all streets, public property, and private property in as good a condition as that prevailing prior to the Franchisee's removal of the Cable System. The provisions of Section 14 of this Franchise Agreement shall remain in full force and effect until the Cable System is removed.

13.4 Upon revocation or termination of the Franchise without right of renewal, the Franchisee may -- if the City declines to acquire ownership of the Cable System pursuant to applicable law sell or transfer the ownership of the Cable System, so long as such transfer of ownership is completed within one hundred twenty (120) days of the date of termination or revocation.

#### SECTION 14. REMEDIES -- CUMULATIVE

All remedies provided under this Franchise Agreement shall be cumulative, unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Franchisee of its obligations to comply with the Franchise. Remedies may be used singly or in combination. In addition, the City may exercise any rights it has under law or at equity.

#### SECTION 15. REMEDIES -- CONTINUITY OF SERVICE

15.1 It is the right of all subscribers in the Franchise Area to receive all available cable services from the Franchisee as long as their financial and other obligations to the Franchisee are satisfied.

#### SECTION 16. BOOKS AND RECORDS -- INSPECTION

16.1 The City may inspect the books, records and other documents, including financial documents, (except for maps which are treated specifically in Section 7.6(G) in the control or possession of the Franchisee, affiliates, any person that constitutes an operator of the Franchisee's Cable System or any contractor or subcontractor of Franchisee: (1) as necessary to enforce the City's rights or assess compliance with the Franchise and applicable law; or (2) as may be necessary in connection with any proceeding the City may or must conduct under applicable law with respect to the Franchisee's Cable System. Franchisee is responsible for producing the information requested. The material shall be produced at the Office of the Mayor or his/her designee unless the City agrees to inspection at another location. Material that the City

requires the Franchisee to produce under this section shall be produced upon notice, within a reasonable time after the request for production, taking into account the volume, complexity and availability of the requested materials. Requests for extensions of time to respond shall not be unreasonably denied.

16.2 The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Franchisee makes the City aware of such confidentiality. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Franchisee in advance so that Franchisee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Franchisee's books and records marked confidential, as set forth above, to any Person.

## SECTION 17. PERFORMANCE MONITORING

### 17.1 Triennial Review

A. During the years which commence on the third and/or sixth anniversaries of the Effective Date of the Franchise, and every third year thereafter, the City may commence a review of the Franchisee's performance under the Franchise. As part of this review, the City may consider: (1) whether the Franchisee has complied with its obligations under the Franchise and applicable law; (2) whether customer service standards, technical standards, or bond requirements are adequate, inadequate, or excessive; and (3) other issues as may be raised by the Franchisee, the City, or the public.

B. The City shall conduct at least one public hearing at a lawfully noticed Common Council meeting to provide the Franchisee and the public the opportunity to comment on the Franchisee's performance and other issues considered as part of this review.

### 17.2 Reopener

A. The City may, at any point after the third anniversary of the Effective Date of this Franchise, commence a review to examine changes which either the City or the Franchisee wish to make to the Franchise Agreement. The process of examining potential changes to the Franchise Agreement shall be undertaken by the City in a manner which ensures that the Franchisee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance, local regulatory environment, community needs and interests and other such factors. Both the City and the Franchisee agree to make a full and good faith effort to participate in the process contemplated by this Section 17.2.

B. The City shall conduct a public hearing to provide the public the opportunity to comment on the issues which are being considered in the franchise reopener process.

C. If the City invokes the franchise reopener process, it shall provide to the Franchisee a description of the proposed franchise changes. In order to provide the Franchisee adequate opportunity for reasonable input, the Franchisee shall submit a document responding to the City's proposed franchise changes. The Franchisee may submit a request for clarification to the City should such clarification be necessary in order for the Franchisee to prepare a written response.



D. If the Franchisee requests that the City invoke the franchise reopener process, it shall submit to the City a document describing the specific franchise changes requested and any resulting improvements, reductions, or modifications in services or products to be provided to the public.

E. Following receipt and analysis of any document containing information relevant to proposed franchise changes from the Franchisee, the City and the Franchisee shall negotiate in good faith. If the parties are unable to reach agreement within ninety (90) days of the date negotiations commence (or a longer period if agreed to by the City and Franchisee), either party may commence a mediation process in accordance with Section 17.2. F.

F. The City and Franchisee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator. If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the permanent mediator, either party may terminate further mediation by sending written notice to the other. Each party shall pay the costs of the temporary mediator it selects. The costs of a permanent mediator shall be borne equally by the parties. The other costs associated with mediation shall be borne, equally and separately, by the parties.

G. At the completion of the process under paragraph D the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the approval of the New York State Public Service Commission.

H. At the completion of the process under paragraphs E and F (if mediation is undertaken) the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the agreement of the Franchisee and approval of the New York State Public Service Commission.

17.3 Franchisee Cooperation. The Franchisee shall cooperate in the triennial reviews and the reopener process described in this section.

17.4 Exercise of Authority. The City may exercise appropriate regulatory authority under the provisions of this Franchise and applicable law, as amended from time to time.

## SECTION 18. INDEMNIFICATION AND INSURANCE

18.1 Indemnification. The Franchisee shall, by acceptance of the Franchise granted herein, defend the City, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold the City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, arising out of the construction or operation of the Cable System, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the City shall give the Franchisee written notice of its obligation to indemnify the City at least (10) calendar days prior to the deadline for responding to the claim or action, and if no deadline exists, within thirty (30) days of City's receipt of the claim or action. In the event any

such claim arises, the City shall tender the defense thereof to the Franchisee and the Franchisee shall have the right to defend, settle or compromise, at no cost to the City, any claims arising hereunder and the City shall cooperate fully herein with such defense to the extent permitted by law. If the City determines in good faith that its interests cannot be represented by the Franchisee, the Franchisee shall be excused from any obligation to represent the City but the Franchisee shall continue to indemnify the City and hold the City, its officers, boards, commissions, agents, and employees harmless. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System, including any PEG channels.

18.2 Insurance.

A. The Franchisee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, \$3,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$2,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$5,000,000 per occurrence

B. The City shall be added as an additional insured, arising out of work performed by Franchisee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. Within thirty (30) days after the approval of this Franchise Agreement by the New York State Public Service Commission, the Franchisee shall provide the City's Corporation Counsel copies of the certificates of insurance required by this Agreement for approval by the Corporation Counsel in compliance with the requirement that such insurance be provided by an insurance company licensed to do business in New York State and the policies and amounts comply with the terms herein.

SECTION 19. MISCELLANEOUS

19.1 Effect of Preemption; Federal and State Law. If the City's ability to enforce any Franchise provision is finally and conclusively preempted, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a change in law, the provision would again be enforceable, it shall be enforceable and the Franchisee will comply with all obligations thereunder after receipt of notice from the City.

19.2 Compliance with Laws. This Franchise shall be subject to the generally applicable, non-discriminatory provisions of the Syracuse Special Acts, Local Laws, and Ordinances. The Franchisee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Franchisee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police

power, the City may not take any unilateral action which materially changes the mutual promises in this Franchise.

19.3 Force Majeure. The Franchisee shall not be deemed in default or non-compliance with provisions of its Franchise where performance was rendered impossible by war, riots, civil disturbance, floods, other natural catastrophes, or similar events beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such non-compliance, provided the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, streets, public property, or private property.

19.4 Severability. If any provision of this Franchise Agreement is held by a court or by any federal or State agency of competent jurisdiction to be invalid as conflicting with any federal or State law, rule, or regulation now or hereafter in effect, the validity of the remaining sections hereof shall not be affected. Furthermore, the City and the Franchisee shall negotiate the necessary changes to the Franchise to reflect the intent of the parties on the particular issue that has been deemed invalid or in conflict.

19.5 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any persons other than the parties to this Agreement.

19.6 Written Notice. Notices shall be given as follows:

To the City:

City of Syracuse  
Office of the Mayor  
233 East Washington Street  
Syracuse, New York 13202

City of Syracuse  
Office of Corporation Counsel  
300 City Hall  
Syracuse, New York 13202  
with copies to: Commissioner of Finance

To Franchisee:

Charter Communications  
Attn: Director, Government Affairs  
6005 Fair Lakes Rd  
East Syracuse, NY 13057

Copy to:

Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave NW, Suite 400W  
Washington, DC 20001

Notice shall be deemed given three (3) business days after posting with pre-paid postage, first class mail, or immediately upon hand-delivery to the person identified above, at the address specified above.

19.7 New York State Law Applies. Except as to matters which are governed solely by federal law, this Franchise will be governed by and construed in accordance with the laws of the State of New York.

19.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Franchisee and the City and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

## SECTION 20. ADDITIONAL CITY REQUIREMENTS

- A. The City shall have the right, during the term of this Franchise, to install and maintain free of charge, upon the poles owned by the Franchisee, any wire and pole fixtures for a police, fire or civil defense system, on the condition that such wire and pole fixtures do not interfere with the System operation.
- B. The Franchisee shall maintain an office in the City which shall be open during all usual business hours. Franchisee shall have a publicly listed telephone and shall be so operated to receive complaints and requests for repairs or adjustments on a 24-hour basis. The Franchisee shall maintain sufficient telephone service to permit subscribers and users to communicate with the Franchisee without excessive delay.
- C. Franchisee shall furnish the City with a current 10-K upon request.
- D. Upon the Effective Date, Franchisee will offer, without charge and on a voluntary basis, one outlet of and equipment for, basic service tier Cable Service to the locations listed in Exhibit A hereto, provided that the locations are located up to 150 feet from Charter's existing distribution system. The Cable Service provided pursuant to this Section shall not be used for commercial purposes. The City shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Franchisee's Cable System. The Franchisee may, upon request, install additional installations or relocate installations and provide additional cable services on commercial terms. To the extent that Franchisee ceases its voluntary municipal service program, Charter will provide the City with ninety (90) days' advance written notice of its intent to cease the program.
- E. Franchisee shall apply for a certificate of confirmation from the New York State Public Service Commission within sixty (60) days of executing this Agreement with the City.

City of Syracuse, NY

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

Date: \_\_\_\_\_

ATTEST:

(City Clerk)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BY:

(Corporation Counsel)

City of Syracuse's Signature Notarized by:  
State of New York  
County of Onondaga

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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 their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of New York

\_\_\_\_\_  
Printed name of Notary

Spectrum Northeast, LLC

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

Date: \_\_\_\_\_

Spectrum Northeast, LLC's Signature Notarized by:  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, 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 their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Printed name of Notary

## EXHIBIT A

### CITY LOCATIONS FOR CABLE TELEVISION SERVICE

#### **City Offices:**

City Hall, 233 East Washington Street, Syracuse, NY 13202

Water Department, 101 N Beech Street, Syracuse, NY 13210

DPW, 1200 Canal Street, Syracuse NY13210

#### **City-Owned Building Community Centers:**

Northeast Community Center, 716 Hawley Ave, Syracuse, NY 13203

Westcott Community Center, 826 Euclid Ave, Syracuse, NY 13210

Syracuse Community Connections, 401 South Ave, Syracuse NY 13204

#### **Syracuse Fire Department:**

3801 Midland Ave, Syracuse, NY 13205

110 N Geddes St., Syracuse, NY 13204

400 Shuart Ave, Syracuse, NY 13203

2412 S Salina St, Syracuse, NY 13205

511 S State St, Ste 604, Syracuse, NY 13202

312 State Fair Blvd, Apt 1, Syracuse, NY 13204

808 Bellevue Ave, Syracuse, NY 13204

2317 Burnet Ave, Syracuse, NY 13206

900 S State St, Syracuse NY,13202

2030 E Genesee St, Syracuse NY 13210

2300 Lodi St, Syracuse NY 13208

601 S West St, Syracuse NY 13202

**Syracuse Police Department:**

4141 S Salina St, Syracuse, NY 13205

2109 Erie Blvd E, Syracuse, NY 13224

511 S State St, FL 4, Syracuse, NY 13202

**Libraries:**

113 Nichols Ave, Syracuse, NY 13206

**Schools:**

HW Smith School, 1130 Salt Springs Rd, Syracuse, NY 13224

Institute of Technology at Syracuse Central, 258 East Adams St, Syracuse, NY 13202

**Syracuse Housing Authority**

338 Gifford St, Syracuse, NY 13204

328 Fabius St, Syracuse, NY 13204

418 Fabius St, Syracuse, NY 13204

100 Pastime Dr, Syracuse, NY 13208

218 New St, Syracuse, NY 13202



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**DEPARTMENT OF LAW**  
**OFFICE OF THE CORPORATION COUNSEL**  
CITY OF SYRACUSE, MAYOR BEN WALSH

**Corporation Counsel**  
Susan R. Katzoff

**First Assistant  
Corporation Counsel**  
Joseph W. Barry III

**Senior Corporation  
Counsel**  
Todd M. Long  
Meghan E. Ryan

**First Assistant Senior  
Corporation Counsel**  
John C. Black Jr.  
Catherine E. Carnrike  
Amanda R. Harrington  
Danielle B. Pires  
Danielle R. Smith

**Assistant Corporation  
Counsel**  
Darienn P. Balin  
John J. Connor  
Valerie T. Didamo  
Gregory P. Fair  
Meira N. Hertzberg  
Trevor McDaniel  
Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

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

Office 315 448-8400  
Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

[www.syr.gov](http://www.syr.gov)

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

August 30, 2023

Re: City-Spectrum Cable TV Franchise renewal

Dear Ms. McBride:

Please prepare legislation for the September 18, 2023 Common Council meeting to authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.

In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.

Very Truly Yours,

  
Joseph W. Barry III  
First Assistant Corporation Counsel

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Cable TV Franchise Agreement – Spectrum Northeast, LLC

---

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.

In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.


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

Thank you for your attention regarding this matter.

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

916123  
Date

Ordinance No.

2023

**ORDINANCE AUTHORIZING AN AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND  
SPECTRUM NORTHEAST LLC TO ACCEPT  
THE DONATION OF STUDIO EQUIPMENT**

WHEREAS, the City of Syracuse and Spectrum Northeast LLC have agreed subject to the approval of the New York State Public Service Commission to enter into a ten (10) year franchise renewal agreement; and

WHEREAS, as a condition of this agreement the parties have agreed to close the public access studio due its limited use and technical changes that have provided the public with many other opportunities to produce public access programming;

NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor on behalf of the City of Syracuse be and he is hereby authorized to enter into a donation agreement with Spectrum Northeast LLC to receive a donation of studio equipment having an estimated value of \$4500; and

BE IT FURTHER ORDAINED, that the agreement will be in substantially the same form as attached hereto subject to review and approval by the Corporation Counsel.



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**DEPARTMENT OF LAW**  
**OFFICE OF THE CORPORATION COUNSEL**  
CITY OF SYRACUSE, MAYOR BEN WALSH

**Corporation Counsel**  
Susan R. Katzoff

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

August 30, 2023

**First Assistant Corporation Counsel**  
Joseph W. Barry III

**Senior Corporation Counsel**  
Todd M. Long  
Meghan E. Ryan

Re: City-Spectrum Studio Equipment Donation Agreement

Dear Ms. McBride:

**First Assistant Senior Corporation Counsel**  
John C. Black Jr.  
Catherine E. Carnrike  
Amanda R. Harrington  
Danielle B. Pires  
Danielle R. Smith

Please prepare legislation for the September 18, 2023 Common Council meeting to approve a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment. The equipment to be donated has an estimated value of \$4500.00

**Assistant Corporation Counsel**  
Darienn P. Balin  
John J. Connor  
Valerie T. Didamo  
Gregory P. Fair  
Meira N. Hertzberg  
Trevor McDaniel  
Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

Please let me know if you have any questions or concerns.

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

Very Truly Yours,

Joseph W. Barry III  
First Assistant Corporation Counsel

Office 315 448-8400  
Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

[www.syr.gov](http://www.syr.gov)


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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Donation Agreement – Spectrum Northeast, LLC (Spectrum)

---

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment.

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



**USED EQUIPMENT DONATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between Spectrum Northeast, LLC ("Transferor"), and the City of Syracuse, New York ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Removal of Equipment

1.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, Transferee will, at Transferee's sole cost and expense, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Transferor's offices at 815 Erie Blvd E., Syracuse NY 13210 ("Site").

1.2 The sole consideration to benefit Transferor as a result of the transactions contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to Transferor under the terms of this Agreement.

1.3 Effective upon Transferee's removal of the Equipment from the Site, Transferor hereby transfers, assigns, and conveys to Transferee all interest in and to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 The Equipment will be conveyed to Transferee "as is." Transferor makes no warranties, express or implied, whether of title, merchantability, or fitness for any particular purpose or use or otherwise, on the Equipment.

**2.2 Under no circumstances will Transferor be liable to Transferee for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Equipment.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Spectrum Northeast, LLC**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

**City of Syracuse, New York**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory



**EXHIBIT A EQUIPMENT SCHEDULE**

Qty	Brand	Model Number	ITEM
1	Apple	iMac 27"	Desktop Editing - OSX 10.13.6 w/ FC Pro
1	Apple	Mac Pro	Desktop Editing OSX 10.11.6 w/ FC Pro
1	JVC	AA-VF8-KR	Battery Charger
1	JVC	GY-HM100U	Field Camera
2	JVC	BN-VF8	Field Camera Battery
1	Sony	MDR-7506	Headphones
1	Strand	N/A	Light Kit
3	Sony	ECM-55B	Microphone - Lavalier
1	Panasonic	VW-MC35	Shotgun Microphone
1	Manfrotto	055XPROB	Tripod
3	Videotek	ADA-16	Audio Distribution Amplifier
1	ClearCom	MS-222	Audio Main Station - 2 Channel
1	Mackie	1604-VLZ Pro	Audio Mixer - 16 Channel
1	N/A	N/A	Backdrop
4	Ikegami	BS-399	Camera Base Station
3	Ikegami	OCP-200	Camera Control Unit
3	Ikegami	HK-399PW	Cameras w/ Viewfinders
1	Compix	N/A	Character Generator
1	Denon	DN-C630	Compact Disc Player
1	dbx	166XL	Compressor Limiter
1	Dell	1708FPf	Computer Monitor-Compix
1	Toshiba	32AV502RZ	Confidence Monitor 32"
1	Grass Valley	N/A	Distribution Amplifier Frame
1	Panasonic	AJ-D650	DVCPRO Recorder
1	HP	SG112-24	Ethernet Switch - 24- Port
1	Leitch	DPS 475	Frame Synchronizer
4	Telex	PH75	Headphones
1	ClearCom	PIC-4000B	IFB Controller
10	Clearcom	TR-501	Intercom Headset Receiver
2	ClearCom	MS-812A	Intercom Station - Master
3	Canon	YJ19x9B4 KRS SX12	Lenses - Studio Camera
8	Brightline	N/A	Light - Housing and grate - Studio
6	Brightline	1.2D	Light - Studio
1	Element	N/A	Monitor 19"
1	Ikegami	TM14-17R	Monitor, Color
1	Sharp	LC50LE442U	Signal Monitor 50"
1	Fostex	6301B	Speaker
1	Symetrix	420	Stereo Power Amplifier
1	Ikegami	HK-399PW	Studio Camera (No lens)
1	Panasonic	AJ-SD93	Video Cassette Recorder
1	Ross	Synergy 2	Video Production Switcher
1	Mackie	1202-VLZ Pro	Audio Mixer - 12 Channel

# Charter

COMMUNICATIONS

1	Vizio	E390VL	Signal Monitor 39"
1	Sony	PVM8042O	Video Monitor in Portabrace case
1	Shure	M267	Microphone Mixer
4	Sony	ECM-77B	Microphone - Lavalier

**PURPOSE:**

PEG Equipment donation to Transferee to set up a PEG studio.

Ordinance No.

2023

**ORDINANCE AUTHORIZING CONTRACT  
WITH THE BONADIO GROUP RELATIVE TO  
PROVIDING AUDIT SERVICES FOR THE CITY**

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

WHEREAS, the Mayor has waived the RFP process and has approved the retention of The Bonadio Group, under the following terms:

- (1) The Bonadio Group shall provide audit services of certain Engineering consultant contracts funded by grants from the New York State Department of Transportation on an as needed basis on behalf of the Office of Management and Budget;
- (2) The term of this contract shall be from the date of execution through June 30, 2025;
- (3) The City shall pay to The Bonadio Group an estimated amount of \$7,000.00 to \$10,000.00 per grant reviewed; 80% of all costs associated with these audits are eligible for reimbursement by the Federal Government and New York State.

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this contract shall be charged to the Project Grant Account #07.599807 or another appropriate account as designated by the Commissioner of Finance.





# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

13

September 5, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**RE: Legislative Request for a Wavier of the RFP Process to Enter an Agreement**

Dear Ms. McBride:

On behalf of the Department of Finance, please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of the RFP process and to enter into an agreement with the Bonadio Group for the audit of certain Engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the City's annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grand account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy M. Rudd".

Timothy M. Rudd  
Director of Management and Budget

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

Office 315 448-8252  
Fax 315 448-8116

[www.syrgov.net](http://www.syrgov.net)

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget  
**DATE:** September 5, 2023  
**SUBJECT:** Waiver of the RFP Process & Contract– The Bonadio Group

On behalf of the Department of Finance, I am requesting a waiver of the RFP process and to enter into a professional service contract with the Bonadio Group for the audit of certain Engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the City’s annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grant account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

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# DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER  
CITY OF SYRACUSE, MAYOR BEN WALSH

**Michael Cannizzaro, CPA**  
Commissioner of Finance

**Annemarie Deegan**  
First Deputy Commissioner

**Veronica H. Voss**  
Deputy Commissioner

TO: Timothy Rudd

FROM: Michael Cannizzaro **MC**

DATE: August 31, 2023

RE: Waiver of the RFP Process - authorizing a professional service contract with The Bonadio Group for the audit of certain Engineering consultant contracts.

I recommend a waiver of the RFP Process to retain the Bonadio Group for the audit of certain engineering consultant contracts.

The New York State Department of Transportation requires an indirect cost allocation (overhead) audit of certain projects that utilize engineering consultant contracts in excess of \$300,000. These audits are outside the scope of the city's annual Financial Statement audit. The purpose of the audit is to examine the indirect cost rate charged to the grants by the consultants and to review all invoices paid to the consultant for both direct and indirect costs. The audit must provide assurance that the consultants have invoiced the City in accordance with the contracts.

The audits will be performed for projects as directed by New York State. The audit fee is estimated to be \$7,000 - \$10,000 per grant and all costs will be charged to the project grant account (07.599807). Audit costs for most of these grants are eligible for 80% reimbursement from the Federal and State governments. This waiver should expire on June 30, 2025.

cc:

Frank Caliva  
Mary Robison

**Department of Finance**  
233 E. Washington St  
City Hall, Room 128  
Syracuse, N.Y. 13202

Office 315 448 8279

[www.syr.gov](http://www.syr.gov)

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H

Ordinance No.

2023

**ORDINANCE AUTHORIZING CONTRACT  
WITH CIVICPLUS RELATIVE TO THE  
MAINTENANCE COSTS OF THE SECLICKFIX  
SOFTWARE FOR 2022 AND 2023**

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

WHEREAS, the Mayor has waived the RFP process and has approved the retention of CivicPlus under the following terms:

- (1) CivicPlus shall provide maintenance services for the SeeClickFix software product, the software platform for the SYRCityLine constituent service request portal;
- (2) The term of the agreement shall be effective as of January 1, 2022 through December 31, 2023; and
- (3) The City shall pay CivicPlus an amount not to exceed \$125,589 for all services to be provided under this agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account #16800-540530 or another appropriate account as designated by the Commissioner of Finance.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

14

September 5, 2023

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

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

RE: Request for Legislation

Dear Ms. McBride:

On behalf of the Office of Analytics, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting to waive the RFP process and to enter into an agreement with CivicPlus to cover the maintenance costs of the SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. The total amount shall not exceed \$125,589 and will be charged to an account 16800.540530 or as determined by the Commissioner of Finance. Through this letter, the Office of Analytics, Performance & Innovation is requesting authorization to use Fiscal Year 2023 funds as this covers outstanding payments from previous years.

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

Thank you.

Sincerely,

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

Timothy M. Rudd  
Director of Management & Budget

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

2



# OFFICE OF ANALYTICS, PERFORMANCE & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

**Nicolas Diaz**  
Chief Innovation &  
Data Officer

Timothy Rudd  
Director of Management & Budget  
233 E. Washington Street  
Syracuse, NY 13202

**Conor Muldoon**  
Deputy Chief  
Innovation & Data  
Officer

RE: Waiver of the RFP Process – CivicPlus/SeeClickFix

Dear Mr. Rudd,

Please submit legislation to request a waiver of the RFP process to enter into an agreement with CivicPlus to cover the maintenance costs of their SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. Total amount shall not exceed \$125,589 and will be charged to an account 16800-540530, as determined by the Commissioner of Finance. Through this letter, I am also requesting authorization to use Fiscal Year 2023 funds as this cover outstanding payments from previous years.


**Nicolas Diaz Amigo**  
Chief Innovation & Data Officer  
Office of Analytics, Performance and Innovation



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Waiver of RFP Process & Agreement – CivicPlus

**Julie Castellitto**  
Assistant Director

On behalf of the Office of Analytics, Performance, & Innovation, I am requesting a waiver of the RFP process and to enter into an agreement with CivicPlus to cover the maintenance costs of the SeeClickFix software product, which is the platform used by the City of Syracuse for its SYRCityLine's constituent service request portal.

The term for the agreement will cover payments covering 2022 and 2023 maintenance fees. The total amount shall not exceed \$125,589 and will be charged to an account 16800.540530 or as determined by the Commissioner of Finance. Through this letter, the Office of Analytics, Performance & Innovation is requesting authorization to use Fiscal Year 2023 funds as this covers outstanding payments from previous years.

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

Thank you for your attention regarding this matter.



\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AMENDING ORDINANCE NO. 283-2022 AS LAST AMENDED BY ORDINANCE NO. 318-2023 AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE HARVARD KENNEDY SCHOOL GOVERNMENT PERFORMANCE LAB AT HARVARD UNIVERSITY (“GOVERNMENT PERFORMANCE LAB” OR “GPL”) RELATIVE TO PROVIDING THE CITY OF SYRACUSE WITH TECHNICAL ASSISTANCE IN DEVELOPING AND EXECUTING INNOVATIVE INITIATIVES RELATIVE TO THE CITY’S PROCUREMENT PROCESS**

BE IT ORDAINED, that Ordinance No. 318-2023 last amended by Ordinance No. 283-2022 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with the Harvard Kennedy School Government Performance Lab at Harvard University (“Government Performance Lab” or “GPL”) relative to providing the City of Syracuse with technical assistance in developing and executing innovative initiatives relative to the city’s procurement process that complies with the laws of the City of Syracuse and New York State; and

BE IT FURTHER ORDAINED, that the term of this Memorandum of Understanding shall be for a period of one (1) year effective as of the date of execution of the agreement; the term of this Memorandum of Understanding was extended for an additional one (1) year period effective as of the date of execution of the agreement; the term of this Memorandum of Understanding is hereby extended through April 30, 2025; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the services provided pursuant to the Memorandum of Understanding authorized herein; and



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

\_\_\_\_\_ = new material



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

15

September 5, 2023

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

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

**RE:** Request for Legislation

Dear Ms. McBride:

On behalf of the Office of Analytics, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting to extend the terms of the contract with Harvard Kennedy School Government Performance Lab at Harvard University (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance #283-2022, most recently amended by Ordinance #318-2023, which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

The Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding.

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

Thank you.

Sincerely,



Timothy M. Rudd  
Director of Management & Budget

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



# OFFICE OF ANALYTICS, PERFORMANCE, & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

08/22/2023

**Nicolas Diaz**  
Chief Innovation and  
Data Officer

**Timothy Rudd**  
**Director of Management & Budget**  
**233 E. Washington Street**  
**Syracuse, NY 13202**

**Subject:** Request for Approval of Contract Extension with Harvard Kennedy School Government Performance Lab (Second Amend)

Dear Mr. Rudd,

I am writing to request your assistance in obtaining Mayoral and Council approval for an extension of the contract with the Harvard Kennedy School Government Performance Lab (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance No. 318 (Ordinance Amendment to ordinance #283-2022), which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

I'd like to note that the Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding. Thank you for your dedication to our shared goals.

Your assistance in this matter is greatly appreciated.

Sincerely,

X 

Nicolas Diaz

**Office of Accountability,  
Performance &  
Innovation**  
233 E Washington St  
City Hall, Room 219  
Syracuse, N.Y. 13202

[www.syr.gov.net](http://www.syr.gov.net)

**Nicolas Diaz**  
Chief Innovation & Data Officer  
Office of Analytics, Performance and Innovation  
City of Syracuse


GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Amend Ordinance – Harvard Kennedy School Government Performance Lab (GPL)

**Julie Castellitto**  
Assistant Director

On behalf of the Office of Analytics, Performance, & Innovation, I am requesting the City of Syracuse to extend the terms of the contract with Harvard Kennedy School Government Performance Lab (GPL). This extension would extend the Memorandum of Understanding until April 30, 2025, adding an extra year beyond the approved automatic renewal valid until April 2024. This extension requires an amendment to Ordinance #283-2022, most recently amended by Ordinance #318-2023, which authorized the provision of technical assistance for innovative initiatives related to the City's procurement process.

The Initial Services outlined in the original Memorandum of Understanding are provided at no cost to the City. GPL will continue to offer services under the extended Memorandum of Understanding.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE COMPROMISING CLAIM  
AGAINST THE CITY OF SYRACUSE**

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

Aurelia Giardina v. City of Syracuse;  
Onondaga County Supreme Court Index No.: 004454/2023  
Settlement Amount: \$90,000.00

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

BE IT FURTHER ORDAINED, that the Commissioner of Finance shall make payment of the settlement amount to Aurelia Giardina and DeMore Law Firm; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to Judgment and Claims Account #599308.01.93000 or another appropriate account as designated by the Commissioner of Finance.



16  
**DEPARTMENT OF LAW**  
**OFFICE OF THE CORPORATION COUNSEL**  
CITY OF SYRACUSE, MAYOR BEN WALSH

**Corporation Counsel**  
Susan R. Katzoff

September 5, 2023

**First Assistant  
Corporation Counsel**  
Joseph W. Barry III

**VIA HAND DELIVERY**

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

**Senior Corporation  
Counsel**  
Todd M. Long  
Meghan E. Ryan

Re: *Aurelia Giardina v. City of Syracuse*  
Onondaga County Supreme Court Index No.: 004454/2023

**First Assistant Senior  
Corporation Counsel**  
John C. Black Jr.  
Catherine E. Carnrike  
Amanda R. Harrington  
Danielle B. Pires  
Danielle R. Smith

Dear Ms. McBride:

Please place on the Common Council agenda for its meeting of September 18, 2023, a proposed settlement agreement for the above lawsuit. This personal injury stems from trip and fall at the Clinton Square Ice Rink in December 2022. While the City of Syracuse generally denies the allegations made in the complaint, we believe it is in the best financial interest to settle this matter.

**Assistant Corporation  
Counsel**  
Darienn P. Balin  
John J. Connor  
Valerie T. Didamo  
Gregory P. Fair  
Meira N. Hertzberg  
Trevor McDaniel  
Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

The proposed settlement value is for \$90,000.00, which will be charged to the Judgement and Claims Account No. 599308.01.93000. The check should be made out to: Aurelia Giardina and DeMore Law Firm.

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

Thank you for your assistance.

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

Sincerely,

Susan R. Katzoff  
Corporation Counsel

Office 315 448-8400  
Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

SRK/drs

[www.syr.gov](http://www.syr.gov)

**Ordinance No.**

**2023**

**ORDINANCE CONFIRMING APPOINTMENT BY  
THE MAYOR TO THE BUREAU OF  
ADMINISTRATIVE ADJUDICATION**

BE IT ORDAINED, pursuant to Section 381 of the NYS General Municipal Law and Local Law No. 9-2017, this Common Council hereby confirms the appointment by the Honorable Ben Walsh, Mayor of the City of Syracuse, of Leah Witmer to serve as the Director of the Bureau of Administrative Adjudication; and

BE IT FURTHER ORDAINED, that in accordance with the legislation establishing the Bureau, this position shall be for a five (5) year term.



# OFFICE OF THE MAYOR

MAYOR BEN WALSH

17

August 30, 2023

Ms. Patricia McBride  
City Clerk  
231 City Hall  
Syracuse, NY 13205

Dear Ms. McBride,

Please prepare the necessary legislation for the Common Council agenda, which would confirm the Mayor's re-appointment of Leah Witmer as the Director of the Bureau of Administrative Adjudication. The appointment will be for an additional five-year term.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ben Walsh", is written over the typed name.

Ben Walsh  
Mayor

Office of the Mayor  
233 E. Washington St.  
201 City Hall  
Syracuse, N.Y. 13202

Office 315 448 8005  
Fax 315 448 8067

[www.syr.gov.net](http://www.syr.gov.net)

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8



**Ordinance No.**

**2023**

**ORDINANCE AUTHORIZING CORRECTION OF  
RECORDS RELATIVE TO THE 2017/2018,  
2018/2019, 2019/2020, 2020/2021, 2021/2022 AND  
2023/2024 ASSESSMENT ROLLS**

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

IS

SHOULD BE

455 North Franklin, LLC  
 455 North Franklin Street & Plum Street  
 0230000906  
 118.-08-9.1  
 LAND - \$442,000  
 FULL - \$4,900,000  
 CITY TAXABLE - \$0  
 COUNTY TAXABLE - \$0  
 SCHOOL TAXABLE - \$0  
 WATER TAXABLE - \$0  
 EXEMPTION - 18020 - \$4,900,000  
 ALL OTHER CHARGES AS BILLED

455 North Franklin, LLC  
 455 North Franklin Street & Plum Street  
 0230000906  
 118.-08-09.1  
 LAND - \$442,000  
 FULL - \$4,900,000  
 CITY TAXABLE - \$4,900,000  
 COUNTY TAXABLE - \$4,900,000  
 SCHOOL TAXABLE - \$4,900,000  
 WATER TAXABLE - \$4,900,000  
 EXEMPTION - None - \$0  
 ALL OTHER CHARGES AS BILLED

Merluzzi, Martin A.  
 211 Lincoln Park Drive  
 0652002800  
 019.-14-06.0  
 LAND - \$25,100  
 FULL - \$150,000  
 CITY TAXABLE - \$150,000  
 COUNTY TAXABLE - \$150,000  
 SCHOOL TAXABLE - \$150,000  
 EXEMPTION - None - \$0  
 ALL OTHER CHARGES AS BILLED

Merluzzi, Martin A.  
 211 Lincoln Park Drive  
 0652002800  
 019.-14-06.0  
 LAND - \$25,100  
 FULL - \$150,000  
 CITY TAXABLE - \$112,370  
 COUNTY TAXABLE - \$150,000  
 SCHOOL TAXABLE - \$112,370  
 EXEMPTION - 41836 - \$37,630  
 ALL OTHER CHARGES AS BILLED

Jahiu, Avni  
 201 South Midler Avenue & Northcliff Road  
 0561103600  
 024.-26-38.0  
 LAND - \$14,700  
 FULL - \$85,000  
 SKC01 - Commercial Sidewalk - \$120  
 ALL OTHER CHARGES AS BILLED

Jahiu, Avni  
 201 South Midler Avenue & Northcliff Road  
 0561103600  
 024.-26-38.0  
 LAND - \$14,700  
 FULL - \$85,000  
 SKR01 - Residential Sidewalk - \$40  
 ALL OTHER CHARGES AS BILLED

CORRECT 2021/22 ASSESSMENT ROLL

IS

SHOULD BE

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-4.2  
COUNTY SEWER – 1 UNIT - \$469.36  
ALL OTHER CHARGES AS BILLED

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-04.2  
COUNTY SEWER – 0 UNIT - \$0  
ALL OTHER CHARGES AS BILLED

CORRECT 2020/21 ASSESSMENT ROLL

IS

SHOULD BE

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-4.2  
COUNTY SEWER – 1 UNIT - \$462.08  
ALL OTHER CHARGES AS BILLED

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-04.2  
COUNTY SEWER – 0 UNIT - \$0  
ALL OTHER CHARGES AS BILLED

CORRECT 2019/20 ASSESSMENT ROLL

IS

SHOULD BE

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-4.2  
COUNTY SEWER – 1 UNIT - \$453.32  
ALL OTHER CHARGES AS BILLED

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-04.2  
COUNTY SEWER – 0 UNIT - \$0  
ALL OTHER CHARGES AS BILLED

CORRECT 2018/19 ASSESSMENT ROLL

IS

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-4.2  
COUNTY SEWER – 1 UNIT - \$433.28  
ALL OTHER CHARGES AS BILLED

SHOULD BE

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-04.2  
COUNTY SEWER – 0 UNIT \$0  
ALL OTHER CHARGES AS BILLED

CORRECT 2017/18 ASSESSMENT ROLL

IS

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-4.2  
COUNTY SEWER – 1 UNIT - \$443.28  
ALL OTHER CHARGES AS BILLED

SHOULD BE

Lum, Daniel  
105 Gebhardt Avenue  
0231000050  
008.-06-04.2  
COUNTY SEWER – 0 UNIT - \$0  
ALL OTHER CHARGES AS BILLED



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

18

September 1, 2023

**Matthew D. Oja**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner  
Director of Operations

**Michael A. Lehmann**  
Deputy Commissioner

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

**Re: Request for Legislation – Correction of Records**

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the Commissioner of Finance to correct his records according to the changes to the 2023/2024 assessment roll outlined in Appendix "A" (attached) and 2021/2022, 2020/2021, 2019/2020, 2018/2019, and 2017/2018 assessment rolls outlined in Appendix "B" (attached).

These properties have been reviewed and we find that the corrections to be made are in order.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Oja", is written over the printed name and title of the Commissioner of Assessment.

Matthew D. Oja  
Commissioner of Assessment

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

Office 315 448 8270

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

3

Resolution No.

2023

**RESOLUTION APPOINTING MEMBER TO THE  
BOARD OF ASSESSMENT REVIEW**

BE IT RESOLVED, by this Common Council that the individual set forth below be and hereby is appointed to serve a five-year term on the Board of Assessment Review on administrative hearing panels, as authorized by Section 523 of the Real Property Tax Law. Such term shall expire on September 30, 2028.

NAME

ADDRESS

Susan Straub

200 Nichols Avenue

BE IT FURTHER RESOLVED, that the aforementioned shall be compensated for said services at the current rate applicable to members of the Board of Assessment Review.



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

19

September 1, 2023

**Matthew D. Oja**  
Commissioner

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

**Ann E. Gallagher**  
First Deputy  
Commissioner  
Director of Operations

**Michael A. Lehmann**  
Deputy Commissioner

**Re: Request for Legislation – Reappointment of Susan Straub to Board of Assessment Review**

Please prepare legislation for the next Common Council meeting to reappoint incumbent Susan Straub, of 200 Nichols Avenue, to a five-year term as a member of the Board of Assessment Review, pursuant to Section 523 of the New York State Real Property Tax Law. This term will run through September 30, 2028.

Since her initial appointment in 2018, Ms. Straub has admirably served the public in her role on the Board of Assessment Review.

Board members meet approximately 25 times during the first quarter of the calendar year to hear and adjudicate complaints regarding real property assessments. They are paid between \$125 and \$150 per session.

Sincerely,

Matthew D. Oja  
Commissioner of Assessment

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

Office 315 448 8270  
assessment@syr.gov

4

**ORDINANCE AUTHORIZING A CONTRACT WITH FISHER ASSOCIATES, JMT OF NEW YORK INC, CREIGHTON MANNING ENGINEERING LLP, AND BARTON & LOGUIDICE D.P.C RELATIVE TO PROVIDING TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES**

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

WHEREAS, a Request for Proposal (RFP) was conducted for Traffic and Transportation Engineering services and the RFP Committee recommended that Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. be awarded the contract; and

WHEREAS, the Mayor has approved the retention of Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., under the following terms:

- (1) Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. shall provide the required traffic and transportation engineering services, including but not limited to design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items, on behalf of the Department of Public Works on an as needed basis;
- (2) This contract is for a one-year period effective from the date of the execution of the contract with the option of two (2) one (1) year renewals subject to the approval of the Mayor and Common Council;
- (3) The City shall pay to Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C an amount not to exceed \$275,000,00 for the first year of this agreement to be paid on a time-and-expense basis for all services under this amended agreement;

NOW, THEREFORE,

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



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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to the Department of Public Works professional services account #541500.01.81800 or another appropriate account as designated by the Commissioner of Finance.



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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**RE: Traffic and Transportation Services RFP #23-290**

Dear Clerk McBride:

Please prepare legislation for the next meeting of the Common Council to Authorize the City of Syracuse to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

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

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Sincerely,

A handwritten signature in blue ink that reads "Jeremy Robinson".

Jeremy Robinson  
Commissioner of Public Works



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**RE: Traffic and Transportation Services RFP #23-290**

Dear Director Rudd:

Please prepare legislation for the next meeting of the Common Council to Authorize the City of Syracuse to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

Sincerely,

Jeremy Robinson  
Commissioner of Public Works

**Dept. of Public Works**  
1200 Canal St. Extension  
Syracuse, N.Y. 13210

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)




# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Agreement RFP#23-290 – Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C.


In August of 2023, the City issued RFP #23-290 seeking vendors to provide Traffic and Transportation Engineering services. These services are used to assist the City with design and implementation of transportation projects, safety reviews, and ensure compliance with both State and Federal requirements and guidance as it relates to transportation items.

The City received seven (7) proposals in response to the RFP, which was structured as a multiple bid item. Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C. were unanimously chosen by the RFP Selection Committee.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into contracts with Fisher Associates, JMT of New York Inc., Creighton Manning Engineering LLP, and Barton & Loguidice D.P.C., each in an amount not to exceed 275,000.00 to be awarded on a one (1) year basis with the option for up to two (2) one (1) year renewals. The work will be charged to the Department of Public Works professional services account 541500.01.81800.

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

Thank you for your attention regarding this matter.

  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AMENDING ORDINANCE NO. 469-2023 AUTHORIZING PURCHASE, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, OF DISPOSAL SERVICES FOR HARD FILL FROM T H KINSELLA FOR THE DEPARTMENT OF PUBLIC WORKS DURING THE FISCAL YEAR 2023/2024**

BE IT ORDAINED, that Ordinance No. 469-2023 is hereby amended to read as follows:

BE IT FURTHER ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of hard fill disposal services from T H Kinsella for the Department of Public Works in relation to various sewer dig projects during fiscal year 2023/2024 at a cost not to exceed \$20,000\* without competitive bidding or formal advertising by reason of the fact it is impracticable to bid for these waste disposal services; and

BE IT FURTHER ORDAINED, that the cost to the City of Syracuse from the T H Kinsella for the hard fill disposal services is at a rate of \$3.50\*\* per ton; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said hard fill disposal services from the T H Kinsella at a cost not to exceed \$20,000.00\*, charging the cost thereof to Budget Account #06.81100.540552 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2024 provided funding from the appropriation authorized by this Ordinance remains available.

= New Material

\* previously \$15,000.00

\*\* previously \$2.25



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 16, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**Re: Amend Annual Waiver Request for Disposal of Hard Fill**

Dear Ms. McBride:


On behalf of the Department of Public Works, please prepare legislation to be introduced at the next Common Council Meeting for:

- Ordinance amending Ordinance #469-2023 authorizing the disposal of hard fill with T H Kinsella during the 2023/2024 fiscal year. Please change the rate per ton from \$2.25 to \$3.50 per ton and change the not to exceed amount from \$15,000 to \$20,000.

The Sewers Department will haul hard fill from dig jobs to T H Kinsella at a price of \$3.50 per ton. Expenditures are not to exceed \$20,000 and will be charged to account 06.81100.540552.

Thank you.

Sincerely,

  
Timothy M. Rudd  
Director of Budget

**cc:** Jeremy Robinson, Commissioner of Public Works

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**Re: Request to Amend Ordinance 469-2023 Waiver of Competitive Bid for the Disposal of Hard Fill with T H Kinsella**

Dear Mr. Rudd:

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

- Ordinance amending Ordinance 469-2023 authorizing the disposal of hard fill with T H Kinsella during the 2023/2024 fiscal year. Please change the rate per ton from \$2.25 to \$3.50 per ton and change the not to exceed amount from \$15,000 to \$20,000.

The Sewers Department will haul hard fill from dig jobs to T H Kinsella at a price of \$3.50 per ton. Expenditures are not to exceed \$20,000 and will be charged to account 06.81100.540552.

Should you have any questions, please feel free to contact me.

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

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

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Cc: Jeff Kohanski, Superintendent of Sewers & Streams  
Robin St. Hilaire, Secretary to the Commissioner - DPW  
Jenna Vendetti, Administrative Officer-DPW

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE  
APPROPRIATION OF \$38,803 OF THE  
AMERICAN RESCUE PLAN ACT OF 2021  
(ARPA) FUNDS RECEIVED BY THE CITY OF  
SYRACUSE TO PURCHASE 10 CART TIPPERS  
ON BEHALF OF THE DEPARTMENT OF  
PUBLIC WORKS**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$38,803.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to Account 08.599808.14905.800012922 or another appropriate account as determined by the Commissioner of Finance for the Department of Public Works; said funds are to be used to purchase ten (10) Cart Tippers for use with the City's solid waste collection, in the manner provided by law.





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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**Re: Request Additional American Rescue Plan Act Funds to for Cart Tippers**

Dear Ms. McBride:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803.00 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) Cart Tippers.

- Please prepare legislation for the upcoming meeting of the Common Council to appropriate funds to the City of Syracuse Department of Public Works, for (10) Cart Tippers in an amount not to exceed \$38,803.00.

This is for (10) Cart Tippers needed for cart roll out in an amount not to exceed of \$38,803.00. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

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

Sincerely,

A handwritten signature in black ink that reads "Jeremy Robinson".

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

Jeremy Robinson  
Commissioner of Public Works

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

August 23, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**Re: Request Additional American Rescue Plan Act Funds to for Cart Tippers**

Dear Mr. Rudd:

Please prepare legislation for an upcoming meeting of the Common Council to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803.00 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) Cart Tippers.

- Please prepare legislation for the upcoming meeting of the Common Council to appropriate funds to the City of Syracuse Department of Public Works, for (10) Cart Tippers in an amount not to exceed \$38,803.00.

This is for (10) Cart Tippers needed for cart roll out in an amount not to exceed of \$38,803.00. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

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

Sincerely,

A handwritten signature in black ink that reads "Jeremy Robinson". The signature is written in a cursive style.

**Dept. of Public Works**  
1200 Canal St. Extension  
Syracuse, N.Y. 13210

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Jeremy Robinson  
Commissioner of Public Works



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget  
**DATE:** September 5, 2023  
**SUBJECT:** Appropriation of Funds – Cart Tippers

On behalf of the Department of Public Works, I am requesting to appropriate additional funds to the Department of Public Works in an amount not to exceed \$38,803 from the American Rescue Plan Act (ARPA) of the 2022 fund balance. The funds will be used to purchase (10) cart tippers.

This is for ten (10) cart tippers needed for cart roll out in an amount not to exceed \$38,803. This purchase will be funded through the American Rescue Plan Act and deposited in to 08.599808.14905.800012922.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF  
\$60,000 OF THE AMERICAN RESCUE PLAN  
ACT OF 2021 (ARPA) FUNDS RECEIVED BY  
THE CITY OF SYRACUSE TO AN ACCOUNT TO  
BE USED BY THE DEPARTMENT OF  
ENGINEERING TO ENTER INTO AN  
AGREEMENT WITH STRATEGIC  
DVELOPMENT SPECIALISTS, LLC**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of \$60,000.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to a separate ARPA account designated for the I-81 Master Planning Project in accordance with the attached Schedule "A"; said funds will be used by the Department of Engineering to enter into an Agreement with Strategic Development Specialists, LLC for infrastructure funding procurement services relative to the I-81 Viaduct Project, in the manner provided by law.

**SCHEDULE "A"**

**TRANSFER FROM THE FOLLOWING AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS ACCOUNT:**

<b>ARPA Account #</b>	<b>Transfer Amount</b>	<b>Previous Amount</b>	<b>New Total Amount</b>
599808.08.12105.800043722	\$ 60,000.00	\$ 8,100,000.00	<b>\$ 8,040,000.00</b>

**TRANSFER TO THE FOLLOWING ARPA ACCOUNT FOR THE I-81 MASTER PLANNING PROJECT:**

<b>ARPA Account #</b>	<b>Transfer Amount</b>	<b>Previous Amount</b>	<b>New Total Amount</b>
599808.08.12105.800011922	\$ 60,000.00	\$ 550,000.00	<b>\$ 610,000.00</b>

**ORDINANCE AUTHORIZING A CONTRACT  
WITH STRATEGIC DEVELOPMENT  
SPECIALISTS, LLC TO PROVIDE  
INFRASTRUCTURE IMPROVEMENTS  
FUNDING PROCUREMENT SERVICES  
RELATIVE TO THE I-81 VIADUCT PROJECT  
ON BEHALF OF THE DEPARTMENT OF  
ENGINEERING**

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

WHEREAS, an RFP Committee has recommended and the Mayor has approved the retention of Strategic Development Specialists, LLC under the following terms:

- (1) Strategic Development Specialists, LLC shall provide infrastructure funding procurement services relative to the I-81 Viaduct Project, on behalf of the Department of Engineering;
- (2) The term of the agreement shall be for a period of one (1) year as of the date of execution; and
- (3) The City shall pay to Strategic Development Specialists, LLC an amount not to exceed \$60,000.00 for all services to be provided under the agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to ARPA Account # 599808.08.12105.800011922 or another appropriate account as designated by the Commissioner of Finance.



23-24

# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

September 7, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**RE: Request for Legislation**

Dear Ms. McBride:

On behalf of the Department of Engineering, please prepare legislation for the next scheduled Common Council meeting to authorize the City to enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the 181 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's 181 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

The city will engage Strategic Development Specialists, LLC, who will seek out and apply for all relevant grant funding, thus enabling the city to realize the full potential of this once in a century opportunity and incorporate a 'dig once' policy.

The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 599808.08.12105.800043722 to ARPA account 599808.08.12105.800011922, established by the Commissioner of Finance for the 181 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval. The term will be for one (1) year from the date of execution of the agreement.

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov](http://www.syr.gov)

Sincerely,

Julie Castellitto  
Assistant Director of Management and Budget

19



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

1 September 2023

**Mary E. Robison, PE**  
City Engineer

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

Timothy M. Rudd  
Director of Budget  
City Hall, Room 213  
Syracuse, NY 13202

Re: Request for legislation – Approval to Enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the I81 Viaduct Project

Dear Mr. Rudd,

Please prepare legislation for consideration at the next meeting of the Common Council to authorize the City to enter into an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the I81 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's I81 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

The city will engage Strategic Development Specialists, LLC, who will seek out and apply for all relevant grant funding, thus enabling the city to realize the full potential of this once in a century opportunity and incorporate a 'dig once' policy.

The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 08.8.12105.800043722 to ARPA account 08.8.12105.800011922, established by the Commissioner of Finance for the I81 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval.

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

[www.syr.gov.net](http://www.syr.gov.net)

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



If you have questions, please contact Joe Driscoll at 315-200-8136 or [jdriscoll@syr.gov](mailto:jdriscoll@syr.gov) . Thank you for your consideration of this request.

Sincerely,



Mary E. Robison, P.E.  
City Engineer



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**TO:** Mayor Ben Walsh  
**FROM:** Julie Castellitto, Assistant Director of Management and Budget *ac*  
**DATE:** September 7, 2023  
**SUBJECT:** Agreement – Strategic Development Specialists, LLC

---

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Engineering, I am requesting that the City of Syracuse authorize permission to enter an agreement with Strategic Development Specialists, LLC for Infrastructure Improvements Funding Procurement in Conjunction with the 181 Viaduct Project for a cost not to exceed \$60,000 for a contract period of one (1) year from the date of contract execution.

In June of 2023, the city issued an RFP seeking proposals to engage a third-party specialist who could provide additional capacity to the city in acquiring grant funding. The NYSDOT's 181 project has started construction and will involve digging up and replacing many city streets. While the NYSDOT has agreed to replace much of the infrastructure directly impacted in the footprint of the project, much of the adjacent infrastructure is aging and in desperate need of repair or replacement. After the RFP Committee met and reviewed the proposal and an interview was held with Strategic Development Specialists, LLC, Strategic Development Specialists, LLC was unanimously selected by the RFP Committee to be recommended to the Mayor to be hired for this project.

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The agreement will be funded using the American Rescue Plan Act (ARPA) fund, via a transfer from ARPA account 599808.08.12105.800043722 to ARPA account 599808.08.12105.800011922, established by the Commissioner of Finance for the 181 Master Planning Project. The budget for the initial scope of this contract is \$60,000 for a contract period of one year from the date of contract execution, with a maximum not-to-exceed \$150,000. If the initial agreement is successful, we will request to amend this agreement to a maximum not-to-exceed cost of \$150,000 subject to the Mayor and Common Council's approval.

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

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

Thank you for your attention regarding this matter.

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

Mayor Ben Walsh  
City of Syracuse, New York

*9/7/23*  
Date

25

**ORDINANCE AUTHORIZING THE CITY OF SYRACUSE ACTING THROUGH THE MAYOR TO ENDORSE AN APPLICATION BY THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) FOR THE RECONNECTING COMMUNITIES AND NEIGHBORHOODS PROGRAM (RCN) GRANT FOR FUNDING FOR TRANSPORTATION INFRASTRUCTURE PROJECTS, ESPECIALLY WITHIN THE NEW 15TH WARD NEIGHBORHOOD, ADMINISTERED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) AND EXECUTE A MUNICIPAL ENDORSEMENT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE APPLICATION AS NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to endorse the Grant application, on behalf of the City of Syracuse, by the New York State Department of Transportation (NYSDOT), for funding from the Reconnecting Communities and Neighborhoods Program (RCN), which is administered by the United States Department of Transportation (USDOT); said funds will be used by NYSDOT for transportation infrastructure projects, said funds will be used to address legacy harms from transportation infrastructure by supporting the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15<sup>th</sup> Ward neighborhood no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a municipal endorsement of the grant application, execute any related contracts or any other written instruments associated with the RCN grant as necessary and as approved by the Corporation Counsel.



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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

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

**Re: Municipal Endorsement of NYSDOT's Application to USDOT's Reconnecting Communities and Neighborhoods (RCN) Program for funding to redress the legacy of harm from transportation infrastructure**

Ms. McBride,

Please prepare legislation for the upcoming Common Council Meeting for a Municipal Endorsement from the City of Syracuse (City) of the New York State Department of Transportation's (NYSDOT) application to the U.S. Department of Transportation's Reconnecting Communities and Neighborhoods (RCN) program.

The RCN Notice of Funding Opportunity (NOFO) solicits proposals for the Regional Partnerships Challenge led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. As indicated by the U.S. Department of Transportation, a letter of support, Memorandum of Understanding, or formal partnership endorsement is required to apply for the Regional Partnerships Challenge grant.

This Municipal Endorsement makes it clear to USDOT, NYSDOT, and application reviewers that the City is committed to the collaboration and partnership required to execute on the transportation infrastructure projects, especially within the New 15<sup>th</sup> Ward neighborhood.

Please contact Michael Collins with any questions at [mcollins@syr.gov](mailto:mcollins@syr.gov) or x8109.

Sincerely,

A handwritten signature in blue ink that reads "Janet L. Burke".

Janet Burke  
Director of Research

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

Office 315 448-8020  
Fax 315 448-8008

[www.syr.gov.net](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE MAYOR TO CO-SUBMIT AN APPLICATION WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) FOR A RECONNECTING COMMUNITIES AND NEIGHBORHOOD (RCN) GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) UNDER THE NEIGHBORHOOD ACCESS AND EQUITY DISCRETIONARY GRANT PROGRAM (NAE) FOR UP TO \$180,000,000 TO ADDRESS LEGACY HARMS FROM TRANSPORTATION INFRASTRUCTURE AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to co-submit an application with the New York State Department of Transportation (NYSDOT) to the United States Department of Transportation (USDOT) under the Neighborhood Access and Equity Discretionary Grant Program (NAE) for a Reconnecting Communities and Neighborhoods (RCN) grant through the Regional Partnership Challenge in an amount not to exceed \$180,000,000; said funds will be used to address legacy harms from transportation infrastructure by supporting the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15<sup>th</sup> Ward neighborhood; no City matching funds are required; and

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

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



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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

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

**Re: Authorization to co-apply, with NYSDOT serving as the lead applicant, to USDOT's Reconnecting Communities and Neighborhoods (RCN) Program for funding to redress the legacy of harm from transportation infrastructure**

Ms. McBride,

Please prepare legislation for the upcoming Common Council Meeting authorizing the City of Syracuse (City) to co-apply to the U.S. Department of Transportation's Reconnecting Communities and Neighborhoods (RCN) program. This legislation will also permit the City to enter contract with the New York State Department of Transportation (NYSDOT), serving as lead funding applicant, if funding is awarded.

The RCN Notice of Funding Opportunity (NOFO) solicits proposals for the Reconnecting Communities Pilot discretionary grant program, established by the Bipartisan Infrastructure Law (BIL), and for the newly created Neighborhood Access and Equity (NAE) discretionary grant program, established by the Inflation Reduction Act (IRA).

NYSDOT and the City plan to pursue NAE funding through the Regional Partnerships Challenge for an estimated award of \$150-180 million. These resources will support the removal, redesign, and construction for Interstate 81, as well as the building of new streets, modernizing current streets, and the construction of a Linear Park in the New 15<sup>th</sup> Ward neighborhood. No local match is required.

Please contact Michael Collins with any questions at [mcollins@syr.gov](mailto:mcollins@syr.gov) or x8109.

Sincerely,

A handwritten signature in blue ink that reads "Janet L. Burke".

Janet Burke  
Director of Research

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

Office 315 448-8020  
Fax 315 448-8008

[www.syr.gov.net](http://www.syr.gov.net)

17

27 37

**General Ordinance No.**

**2023**

**ORDINANCE APPROVING A SPECIAL PERMIT  
FOR A CAR WASH ON PROPERTY SITUATED  
AT 1001 EAST BRIGHTON AVENUE**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on August 7, 2023 pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Brighton Mews, LLC, owner, and Joe Hucko, applicant, for a special permit for a car wash on property situated at 1001 E Brighton Avenue, Syracuse, New York, pursuant to Part B, Section V, Article 2 and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:



A RESOLUTION APPROVING A SPECIAL PERMIT FOR A CARWASH ON PROPERTY  
SITUATED AT 1001 E BRIGHTON AVENUE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7<sup>th</sup> day of July 2023, adopt the following resolution:

- WHEREAS, the applicant, Joe Hucko, is requesting a Special Permit for a car wash on property situated at 1001 E Brighton Avenue pursuant to Part B, Section V, Article 2 and Part C, Section IV, Article 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the application commencing June 26, 2023, and continued to July 17, and August 7, 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, during the Public Hearing on June 26, 2023, members of the public cited adverse comments regarding traffic increases and intersection issues at East Seneca Turnpike and East Brighton Avenue; there were no (0) people for and six (6) people in opposition the proposal; the City Planning Commission agreed to continue the public hearing on July 17, 2023, pending receipt of a recommendation from the Onondaga County Planning Board pursuant to GML § 239, and to afford the applicant additional time to revise the proposal in response to departmental comments; and
- WHEREAS, during the Public Hearing on July 17, 2023, members of the public cited adverse comments regarding traffic; there were no (0) people for a two (2) people in opposition to the proposal; the City Planning Commission agreed to close the public hearing and leave the project open until August 7, 2023; and
- WHEREAS, during the Hearing on August 7, 2023, the City Planning Commission moved to vote on the project; public comments were closed the previous meeting; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; in total from all Public Hearings there were no (0) people for and eight (8) people in opposition to the proposal; and
- WHEARAS, the scope of work includes demolishing an existing garage and two-story frame house and constructing a ±5,300-square foot car wash facility on a proposed 1.6-acre Lot; and
- WHEREAS, the subject property is a proposed, 1.6-acre Lot with 283.92 feet of frontage along East Brighton Avenue and East Seneca Turnpike.; and
- WHEREAS, the property lies within a Commercial, Class B zoning district, as do the adjacent and neighboring properties to the north; adjacent and neighboring properties to the south lie within a Residential, Class B-1 zoning district; neighboring properties to the west lie within Local Business, Class A, Planned Shopping District, Residential,

Class A-1, and Residential, Class B zoning districts; and

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

WHEREAS, the “Syracuse Land Use and Development Plan” designates the character of this site, which lies within the Valley neighborhood, as Suburban Commercial; and

WHEREAS, the hours of operation will be will be from 7:00 a.m. until 8:00 p.m., with a maximum of four employees on premises at one time; and

WHEREAS, the application included; and

WHEREAS, the applicant submitted a site plan (Sheet C3) dated April 7, 2023, which illustrates a 5,260-square foot building (car wash), a 158-foot by 70-foot asphalt area with 19 vacuum stalls and two employee parking spaces, a stormwater management facility, a 30-foot wide, full-service driveway at the intersection of East Brighton Avenue and East Seneca Turnpike with double-sided enter/exit signs, a three-lane customer pay station, a concrete dumpster enclosure, a proposed flagpole, and nine exterior light poles; and

WHEREAS, the site plan identifies a total stacking capacity of 57± vehicles; and

WHEREAS, the applicant submitted a utility plan (Sheet C4) dated April 7, 2023, which illustrates an underground water reclaim system with a mud tank and three reclaim tanks, and an underground stormwater retention system; and

WHEREAS, the applicant submitted a landscape plan and a lighting plan (Sheets C6, and C7, respectively). The lighting plan illustrates nine, 28-foot tall, exterior light poles and six wall-mounted exterior lights; and

WHEREAS, the applicant submitted a floor plan (Sheet A1.01) dated April 3, 2023; and

WHEREAS, the applicant submitted **exterior elevations** (Sheet A2.00) dated April 3, 2023, which illustrate finishing materials, colors, and signage; and

WHEREAS, the applicant submitted a sign plan for four double-sided ground signs and four wall signs totaling ≈ 251 square feet; the sign plan illustrates a 20-foot tall, double-sided ground sign located on the northwest corner of the site with two, double-sided, LED sign panels totaling 117.1 square feet consisting of an 86-inch by 68-inch, internally LED-illuminated panel, and a 63-inch by 41-inch, 8mm LED display; the sign plan illustrates three ground-mounted, internally illuminated, double-sided 42-inch by 22-inch (12.8 square feet, each) directional signs with an overall height of 58 inches; the sign plan illustrates four wall signs totaling 95.4 square feet to be mounted on the north, south, and west facades of the car wash building.

WHEREAS, the applicant submitted a Traffic Impact Letter of Findings dated May 23, 2023, that concluded: the proposed car wash will add 50 additional trips during the

morning peak hour, 78 additional trips during the evening peak hour, and 41 additional trips during the Saturday Midday peak hour; the proposed I-81 Viaduct project will not have any impact on the trip distribution or the number of trips generated by the car wash; the site-generated trips are below the typical threshold of 100 trips that would warrant a Traffic Impact Study; the existing signalized intersection will need to be modified to add a 4<sup>th</sup> leg to provide traffic control to the proposed carwash driveway; and

- WHEREAS, the proposal deviates from Part C, Section IV, Article 2.2, paragraph e of the City of Syracuse Zoning Rules and Regulations, as amended, in that signage is permitted in accordance with the rules and procedures set forth in Part C, Section VI of the City of Syracuse Zoning Rules and Regulations, as amended, wherein, Special Permit Uses are allowed one wall sign and one ground sign, neither to exceed 40 square feet; the applicant is proposing to install four double-sided ground signs and four wall signs totaling  $\approx$  251 square feet; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2.2, paragraph g.(5) of the City of Syracuse Zoning Rules and Regulations, as amended, in that driveways shall not exceed a width of 24 feet with a curb-cut of not more than 30 feet; the site plan illustrates a 30-foot wide driveway; and
- WHEREAS, the proposal appears to deviate from Part C, Section IV, Article 2.2, paragraph i.(3) of the City of Syracuse Zoning Rules and Regulations, as amended, in that no light which may tend to confuse the motoring public with traffic lights shall be permitted; the applicant is proposing to install a ground sign close to the signalized intersection of East Brighton Avenue and East Seneca Turnpike with two, double-sided, LED sign panels; and
- WHEREAS, the proposal necessitates four waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to parking and signage regulations; and
- WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works for review; 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 Commission reviewed the Application and the Environmental Assessment Form dated April 7, 2023 prepared by the applicant, and determined that the proposed action described therein constituted an "Unlisted" 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, do this 7<sup>th</sup> day of August, 2023, APPROVE the request of Joe Hucko for a Special Permit for a carwash situated at 1001 E Brighton Avenue pursuant to Part B, Section V, Article 2 and Part C, Section IV, Article 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void; 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:
  - Site Plan (Sheet C3); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
  - Utility Plan (Sheet C4); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
  - Grading Plan (Sheet C5); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
  - Landscape Plan (Sheet C6); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
  - Lighting Plan (Sheet C7); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: 1 inch=20 ft;
  - Construction Details (Sheets C8, C9, and C10); 1001 East Brighton Ave Splash Car Wash; Proj. No: 72220321; prepared by: Edmund Seidler Martin, Licensed Professional Engineer; dated: 4-7-23; scaled: as noted;
  - Floor Plan (Sheet A1.01); Splash Car Wash Syracuse 1001 East Brighton Ave; Project

- No.: 23016; prepared by: Form architecture & design; dated: 04/03/2023; scaled: 3/16"=1'-0";
- Exterior Elevations (Sheet A2.00); Splash Car Wash Syracuse 1001 East Brighton Ave; Project No.: 23016; prepared by: Form architecture & design; dated: 04/03/2023; scaled: 3/16"=1'-0"
4. Signage for the proposal is limited to the locations according to approved Site Plan on Sheet C3, as noted in condition number three above;
  5. 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;
  6. 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 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;

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

  
Steven W. Kulick, Chairperson  
City Planning Commission

Project:	SP-23-10
Date:	August 7, 2023

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

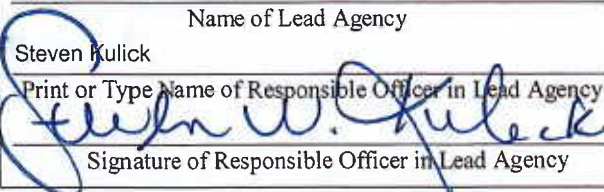
**Part 2 is to be completed by the Lead Agency.**

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:		
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"/>

### **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 <hr/> Name of Lead Agency	August 7, 2023 <hr/> Date
Steven Kulick <hr/> Print or Type Name of Responsible Officer in Lead Agency	Chairperson <hr/> Title of Responsible Officer
 <hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)



NOT FOR CONSTRUCTION

the SPLASH CAR WASH

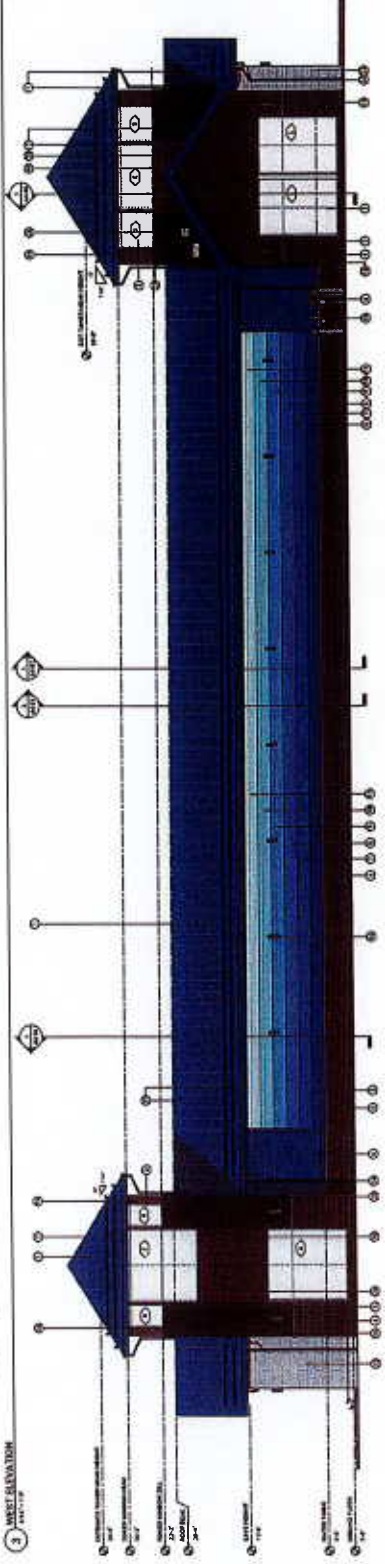
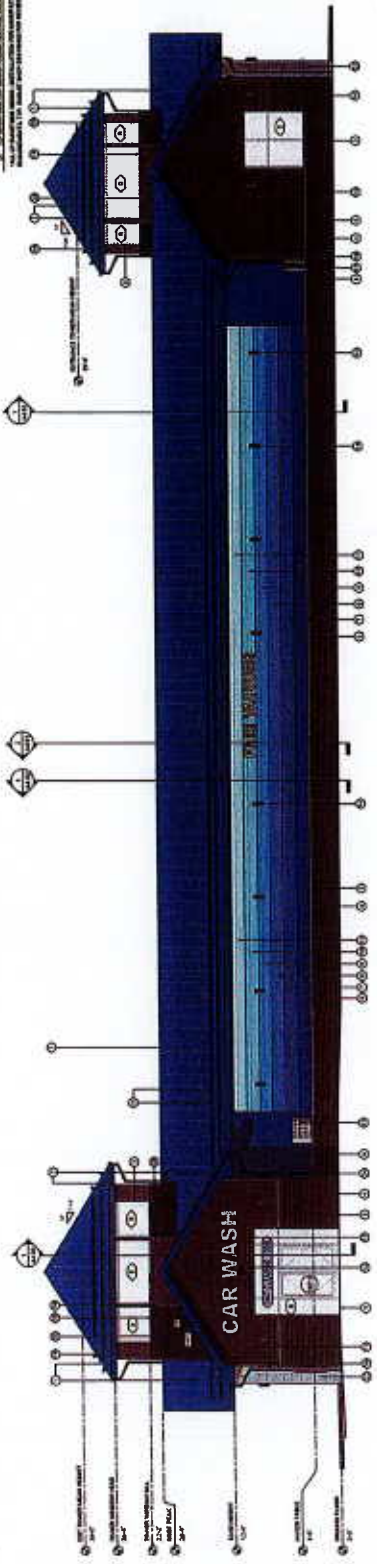
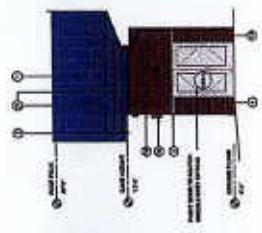
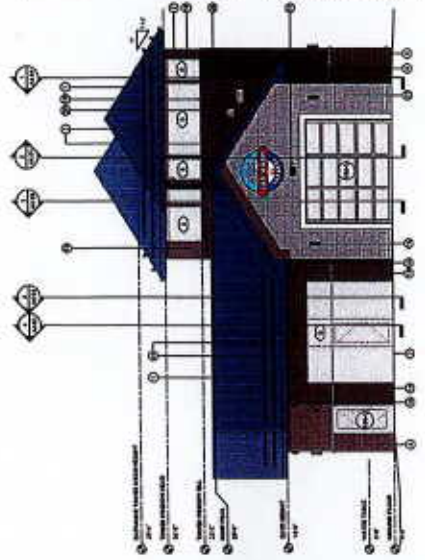


**GENERAL ELEVATION NOTES**

1. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
2. FINISH GRADE IS INDICATED BY A TRIANGLE WITH A DOTTED LINE.
3. ALL MATERIALS AND FINISHES ARE TO BE AS SHOWN ON THE SCHEDULE.
4. ALL MATERIALS AND FINISHES ARE TO BE APPROVED BY THE ARCHITECT PRIOR TO ORDERING.
5. ALL MATERIALS AND FINISHES ARE TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL MATERIALS AND FINISHES ARE TO BE MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ALL MATERIALS AND FINISHES ARE TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION.
8. ALL MATERIALS AND FINISHES ARE TO BE PROTECTED FROM DAMAGE DURING OPERATION.
9. ALL MATERIALS AND FINISHES ARE TO BE PROTECTED FROM DAMAGE DURING MAINTENANCE.
10. ALL MATERIALS AND FINISHES ARE TO BE PROTECTED FROM DAMAGE DURING DEMOLITION.

**ELEVATION KEYNOTES**

1. 1/2" x 4" x 8" STUDS @ 16" O.C.
2. 1/2" x 4" x 8" STUDS @ 16" O.C.
3. 1/2" x 4" x 8" STUDS @ 16" O.C.
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99. 1/2" x 4" x 8" STUDS @ 16" O.C.
100. 1/2" x 4" x 8" STUDS @ 16" O.C.







45 HENRIETTA RD  
WEST HENRIETTA, NY 14898  
PHONE 663-0927/948  
FAC 663-838-2181



SPLASH CAR WASH, INC.  
1100 W. STATE ST.  
ANN ARBOR, MI 48106  
PHONE 734-769-1144



CITY OF SYRACUSE  
LOCAL 1000 IMA

NO.	REVISION	DATE

1001 EAST BRIGHTON AVE  
SPLASH CAR WASH  
SITING PLAN  
DRAWING TITLE  
REV. 00  
DATE 03/20/21  
SCALE AS SHOWN  
PROJECT NO. 202021  
SHEET NO. 00  
SHEET TOTAL 03

**SITE DATA:**  
OWNER: SPLASH CAR WASH, INC.  
PROJECT NO.: 202021  
DATE: 03/20/21  
SCALE: AS SHOWN  
PROJECT NO.: 202021  
SHEET NO.: 00  
SHEET TOTAL: 03

**PERMITS REQUIRED:**

PERMIT TYPE	ISSUED	EXPIRES

**LOADING REQUIREMENTS:**

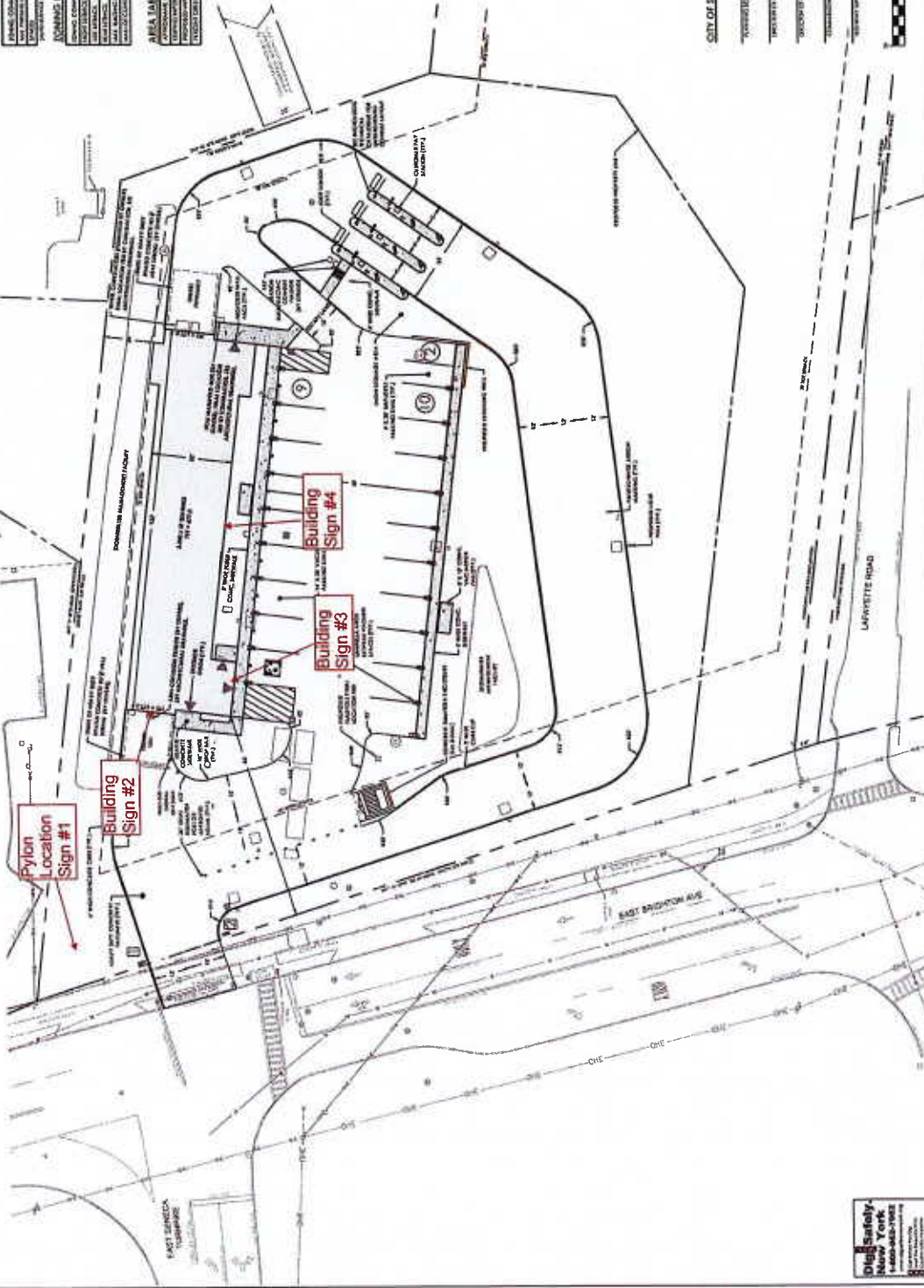
LOADING TYPE	NUMBER	AREA (SQ. FT.)

**AREA LABEL:**

AREA LABEL	TYPE	AREA (SQ. FT.)

**STACKING CAPACITY:**

STACKING TYPE	CAPACITY



CITY OF SYRACUSE APPROVAL:

GRAPHIC SCALE

SCALE	DESCRIPTION



# 1001 EAST BRIGHTON AVE

## SPLASH CAR WASH

### SITE DEVELOPMENT PLANS

T.A.#062.-02-11.0

CITY OF SYRACUSE  
 ONONDAGA COUNTY  
 STATE OF NEW YORK

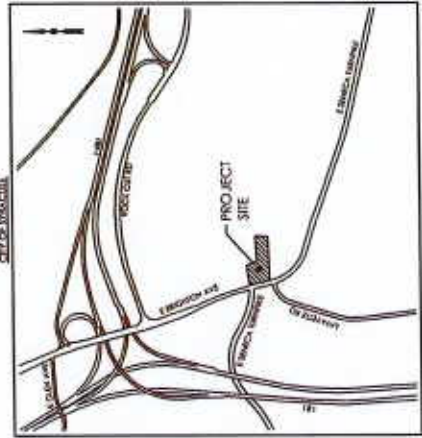


TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
01	CONTRACT
02	GENERAL NOTES
03	EXISTING CONDITIONS AND PLUMB PLAN
04	PROPOSED PLAN
05	GRADING PLAN
06	LANDSCAPE PLAN
07	CONSTRUCTION DETAILS - 1
08	CONSTRUCTION DETAILS - 2
09	CONSTRUCTION DETAILS - 3
10	CONSTRUCTION DETAILS - 4



PREPARED FOR:  
 472 WHEELERS FARM RD  
 MILFORD, CT 06461

PREPARED BY:



45 HENDRIX ROAD  
 WEST HENRIETTA, NY 14586  
 PHONE (585) 359-7540  
 FAX (585) 359-7547



02 C2

### EXISTING CONDITIONS AND DEMO PLAN

## 1001 EAST BRIGHTON AVE SPASH CAR WASH

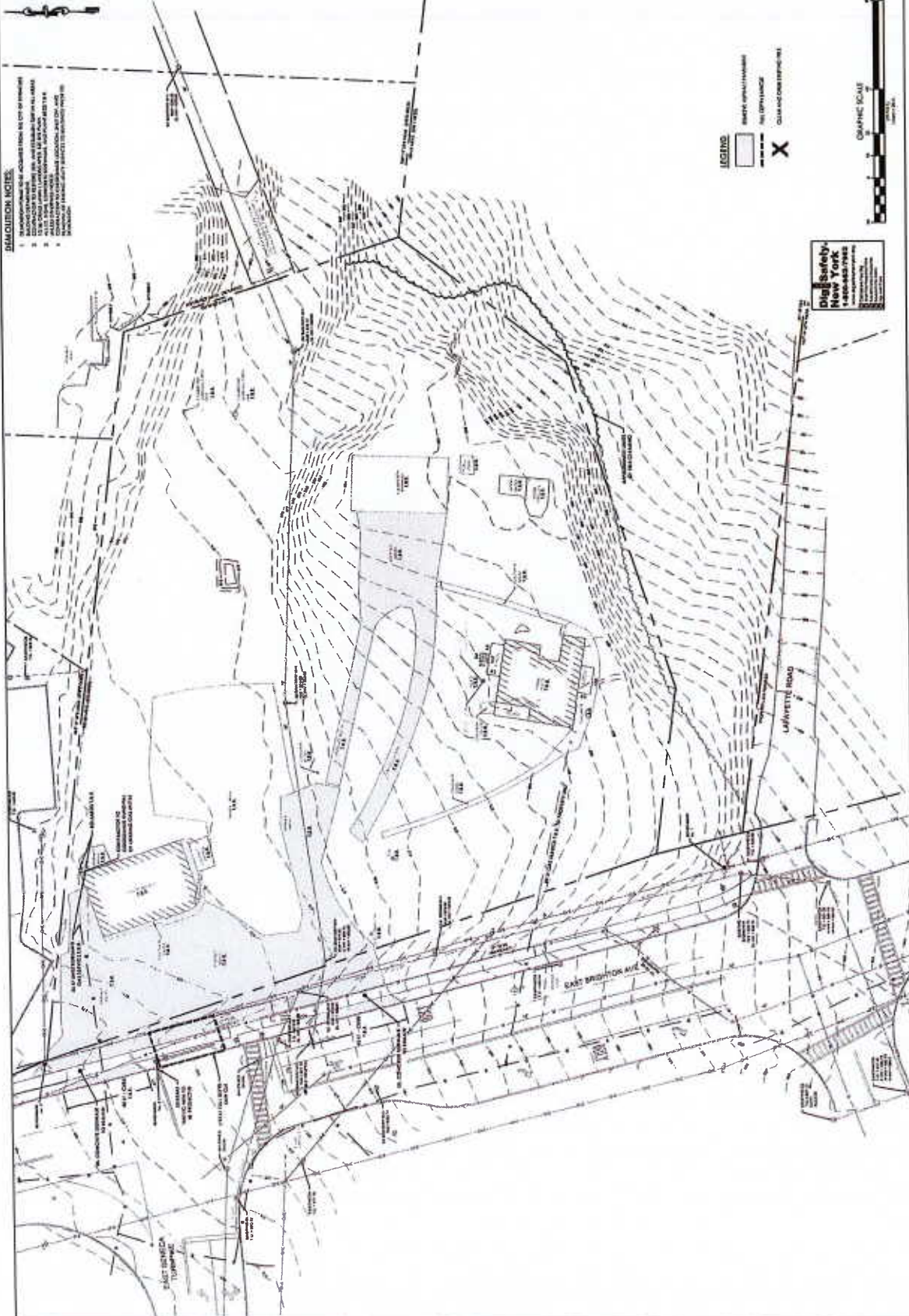
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NO. 96	DATE	2/18/2014
NO. 97	DATE	2/25/2014
NO. 98	DATE	3/4/2014
NO. 99	DATE	3/11/2014
NO. 100	DATE	3/18/2014



**DDS**

DESIGN DISTRICT SERVICES

48 WHEATCREAK RD  
WEST HENRIETTA, NY 14148  
PHONE: 336-5535-7488  
FAX: 336-5535-7481



GRAPHIC SCALE  
1" = 100'



- EXISTING
- DEMOLITION
- PLUMBING
- ELECTRICAL
- MECHANICAL
- LANDSCAPE
- CONCRETE
- ASPHALT
- GRAVEL
- SAND
- CLAY
- SILT
- MUD
- WATER



65 HENRIETTA, NY 14068  
 WEST HENRIETTA, NY 14096  
 FRANK-DAVIDSON-HALL  
 FAX: 0813-353-1441



WEST HENRIETTA, NY  
 65 HENRIETTA, NY 14068  
 FRANK-DAVIDSON-HALL  
 FAX: 0813-353-1441



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PROJECT TITLE  
**1001 EAST BRIGHTON AVE  
 SPLASH CAR WASH**

DATE: 02/11/2014  
 DRAWN BY: JON CALLOUS  
 CHECKED BY: JON CALLOUS  
 SCALE: AS SHOWN

**THE DATE:**  
 OWNER: PROGRESSIVE, LLC  
 2000 W. HENRIETTA RD.  
 WEST HENRIETTA, NY 14096  
 PHONE: 716-353-1441  
 PROJECT: 1001 EAST BRIGHTON AVE  
 PROJECT NUMBER: 1001

**PARKING REQUIREMENTS**

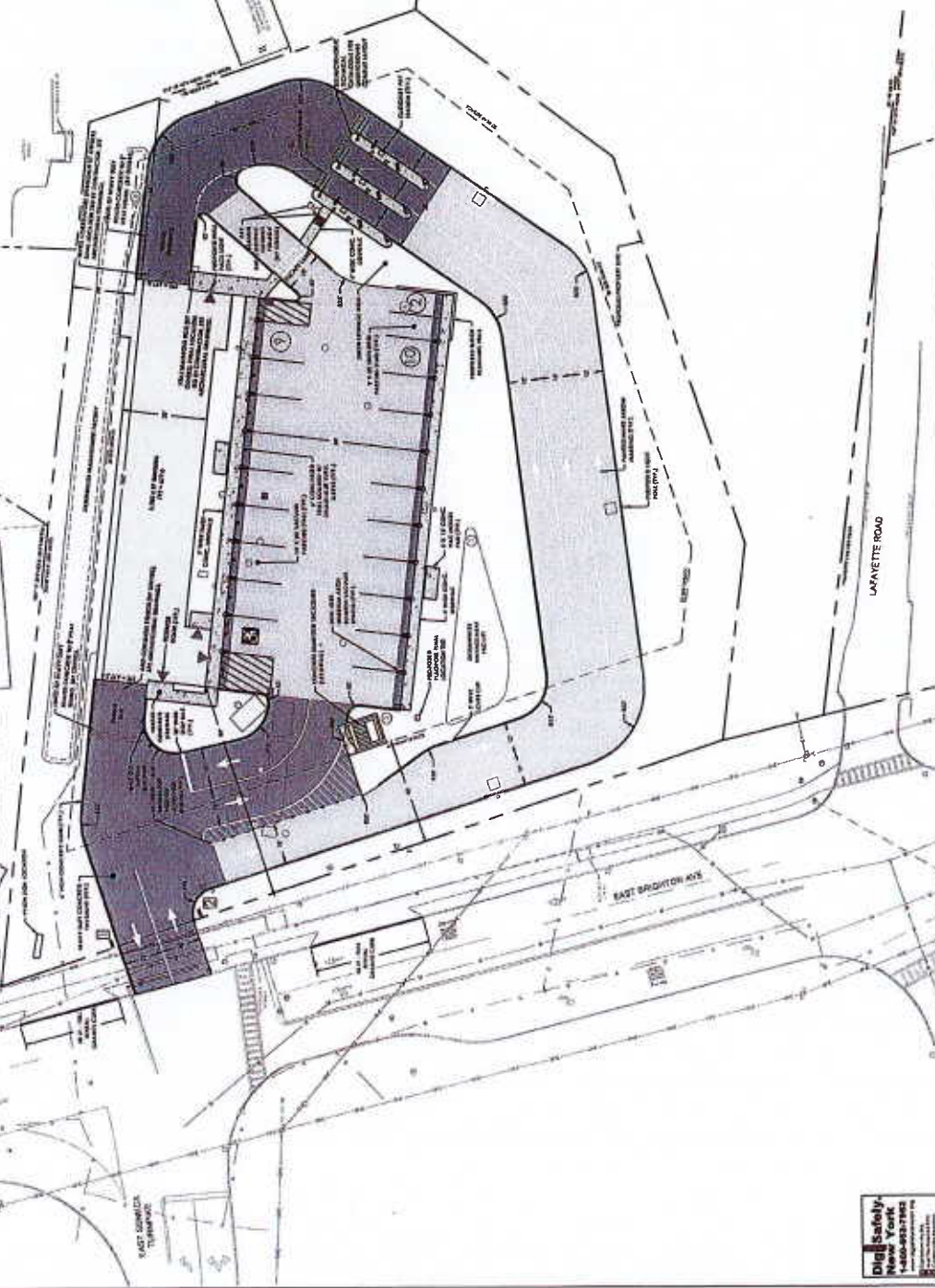
TYPE	NUMBER	REMARKS
STREET	0	
ON-SITE	10	
TOTAL	10	

**AREA TABLE**

AREA	AREA (SQ. FT.)	PERCENT
TOTAL LOT AREA	100,000	100%
IMPAVED AREA	50,000	50%
UNIMPAVED AREA	50,000	50%

**SPACING CAPACITY**  
 100% (AS SHOWN)

**JOHN CALLOUS**  
 CIVIL ENGINEER  
 1001 EAST BRIGHTON AVE  
 WEST HENRIETTA, NY 14096



**LIST OF SYMBOLS APPROVALS**

DATE: 02/11/2014  
 DRAWN BY: JON CALLOUS  
 CHECKED BY: JON CALLOUS  
 SCALE: AS SHOWN

**GRAPHIC SCALE**  
 1" = 100'





85 RICHMOND RD  
WEST HENRIE TOWNSHIP, NY 14146  
PHONE: 585-339-7449  
FAX: 585-339-7441



SPASH CAR WASH, INC.  
450 W. MAIN ST. SUITE 100  
WEST HENRIE, NY 14146  
PHONE: 585-339-7449



CITY OF SYRACUSE  
PLANNING DEPARTMENT  
100 N. GENESEE ST.  
SYRACUSE, NY 13202

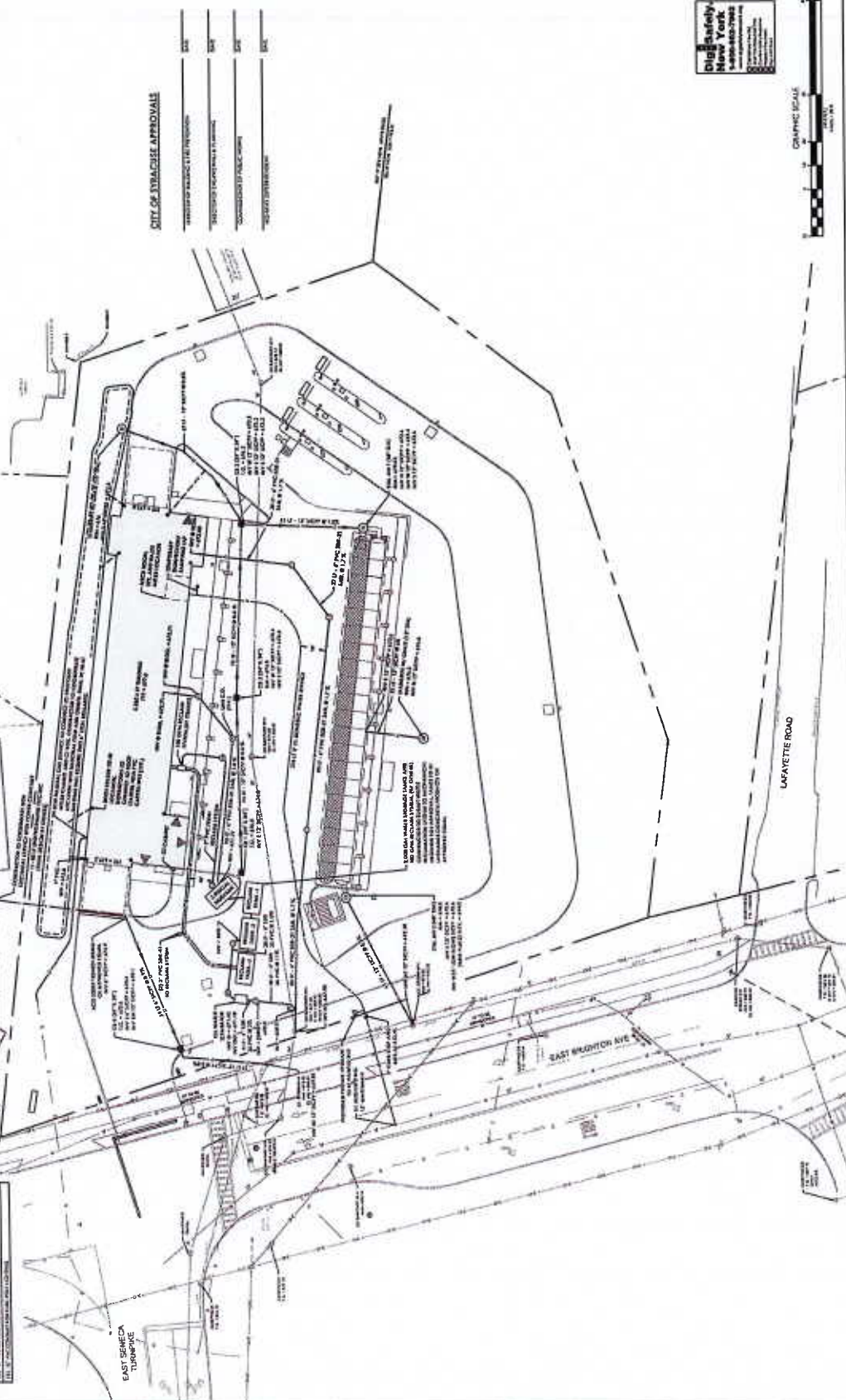


LOCATION MAP

NO.	DATE	DESCRIPTION
001	08/15/12	PRELIMINARY PLAN
002	09/10/12	REVISED PLAN
003	10/15/12	REVISED PLAN
004	11/15/12	REVISED PLAN
005	12/15/12	REVISED PLAN
006	01/15/13	REVISED PLAN
007	02/15/13	REVISED PLAN
008	03/15/13	REVISED PLAN
009	04/15/13	REVISED PLAN
010	05/15/13	REVISED PLAN
011	06/15/13	REVISED PLAN
012	07/15/13	REVISED PLAN

1001 EAST BRIGHTON AVE  
SPLASH CAR WASH  
UTILITY PLAN

DATE: 07/15/13  
SCALE: AS SHOWN  
SHEET NO: 02  
PROJECT NO: C4



CITY OF SYRACUSE APPROVALS

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



CONSENT TO SUBMIT

NO.	DATE	DESCRIPTION
001	08/15/12	PRELIMINARY PLAN
002	09/10/12	REVISED PLAN
003	10/15/12	REVISED PLAN
004	11/15/12	REVISED PLAN
005	12/15/12	REVISED PLAN
006	01/15/13	REVISED PLAN
007	02/15/13	REVISED PLAN
008	03/15/13	REVISED PLAN
009	04/15/13	REVISED PLAN
010	05/15/13	REVISED PLAN
011	06/15/13	REVISED PLAN
012	07/15/13	REVISED PLAN



48 HENRIETY RD  
WEST HENNETTA, NY 14288  
PHONE: 716-339-7440  
FAX: 716-339-7442



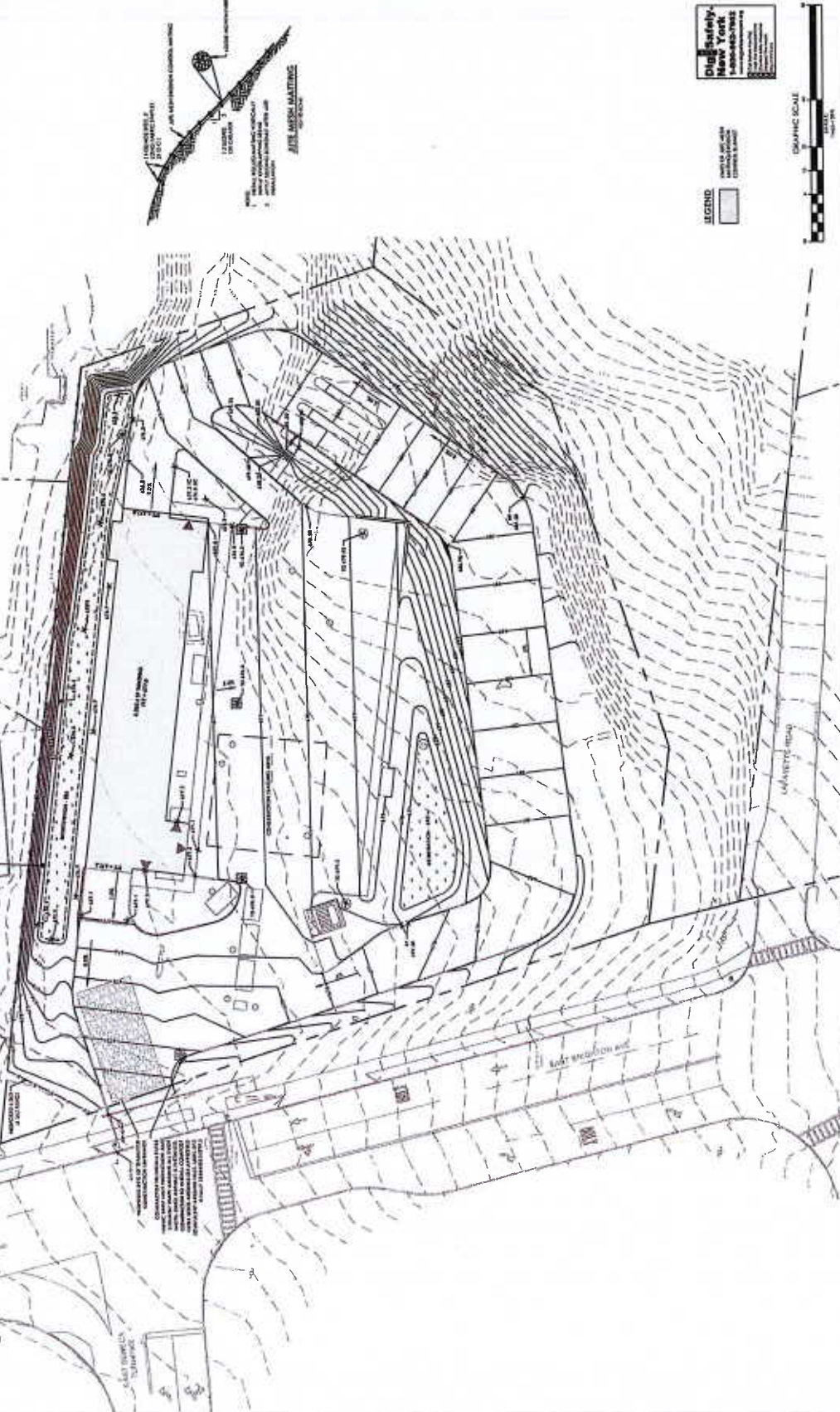
CITY OF SYRACUSE  
100 EAST BRIGHTON AVE  
SYRACUSE, NY 13202  
OFFICE: 315-437-1234  
FAX: 315-437-1234



DATE	DESCRIPTION
11/15/07	PRELIMINARY PLAN
01/10/08	REVISED PLAN
03/10/08	REVISED PLAN
05/10/08	REVISED PLAN
07/10/08	REVISED PLAN
09/10/08	REVISED PLAN
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05/10/20	REVISED PLAN
07/10/20	REVISED PLAN
09/10/20	REVISED PLAN
11/10/20	REVISED PLAN
01/10/21	REVISED PLAN
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05/10/21	REVISED PLAN
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11/10/21	REVISED PLAN
01/10/22	REVISED PLAN
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05/10/22	REVISED PLAN
07/10/22	REVISED PLAN
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11/10/22	REVISED PLAN
01/10/23	REVISED PLAN
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03/10/30	REVISED PLAN
05/10/30	REVISED PLAN
07/10/30	REVISED PLAN
09/10/30	REVISED PLAN
11/10/30	REVISED PLAN

1001 EAST BRIGHTON AVE  
SPLASH CAR WASH  
GRADING PLAN  
CITY OF SYRACUSE  
100 EAST BRIGHTON AVE  
SYRACUSE, NY 13202  
OFFICE: 315-437-1234  
FAX: 315-437-1234

NOTES:  
1. SHALL BE IN ACCORDANCE WITH LOCAL ORDINANCE  
2. SEE SHEET 200-100-000-000-000-000



LEGEND  
[Symbol] ASPHALT DRIVE  
[Symbol] CONCRETE CURB

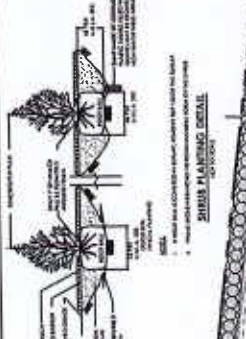
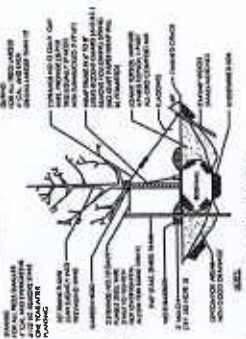


02 C5

**SEED SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	GRASS SEED	1000	SQ YD
2	FLORISSANT	100	EA
3	PERENNIAL	50	EA
4	SHRUB	10	EA
5	TREE	5	EA

1. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.  
 2. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.  
 3. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.  
 4. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.  
 5. ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.

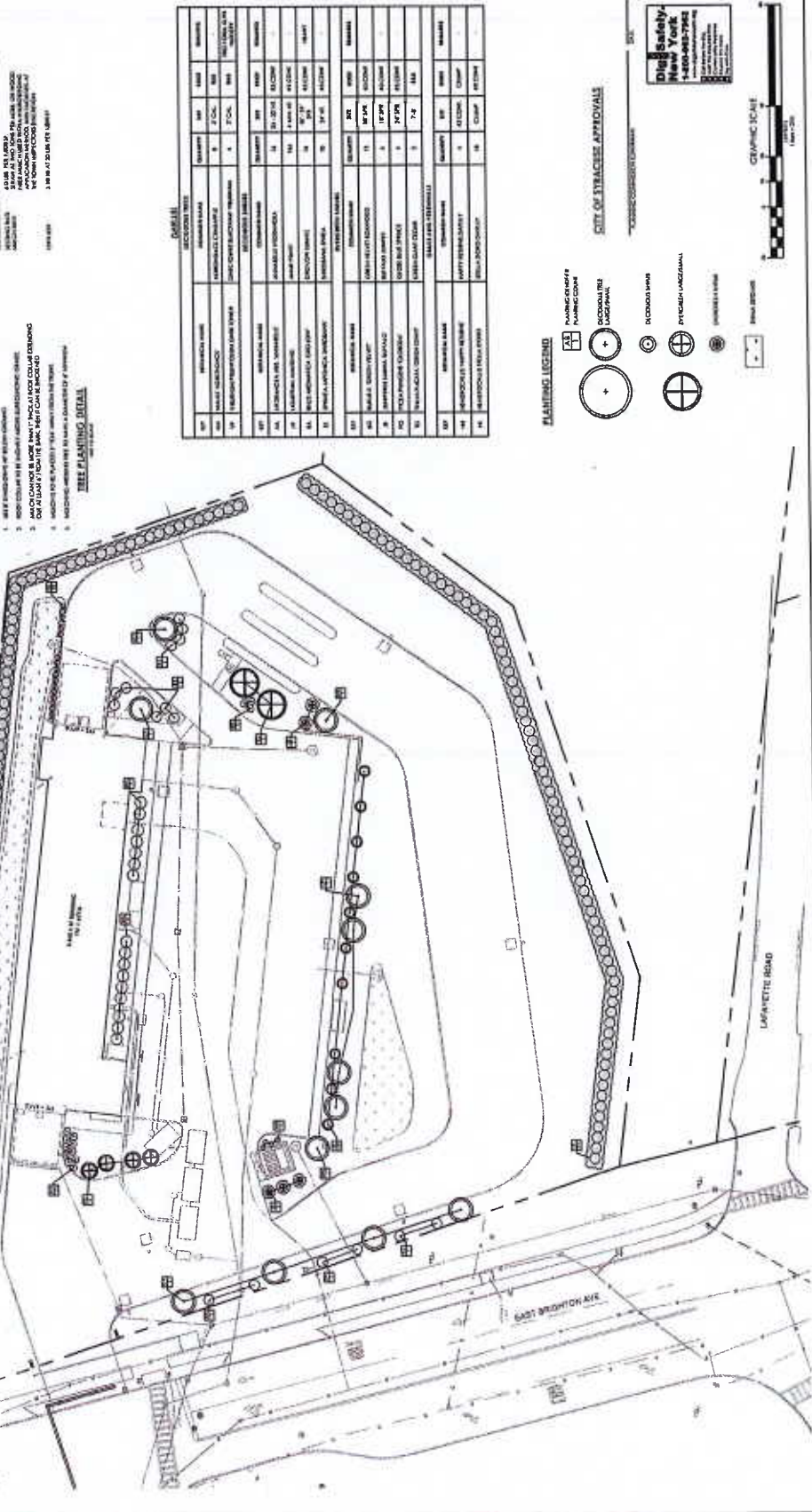


**GENERAL NOTE:**

- ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.
- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.
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- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.

**PLANTING NOTE:**

- ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.
- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.
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- ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.



**PLANTING LEGEND**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	GRASS SEED	1000	SQ YD
2	FLORISSANT	100	EA
3	PERENNIAL	50	EA
4	SHRUB	10	EA
5	TREE	5	EA

**CITY OF SYRACUSE APPROVALS**  
 PLANNING COMMISSION  
 PLANNING BOARD  
 CITY ENGINEER  
 CITY CLERK  
 CITY MANAGER

**PLANTING LEGEND**  
 + (Circle with cross)  
 ⊕ (Circle with plus)  
 ⊗ (Circle with X)  
 ⊛ (Square with X)

**Scale:** 1" = 20'-0"  
**Graphic Scale:** 0 to 40 feet

**North Arrow:**

**Logo:** Dig Safety, New York  
 1-800-835-7982

**GENERAL NOTE:**  
 ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.  
 ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.  
 ALL PLANTINGS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF SYRACUSE LANDSCAPE CODE.  
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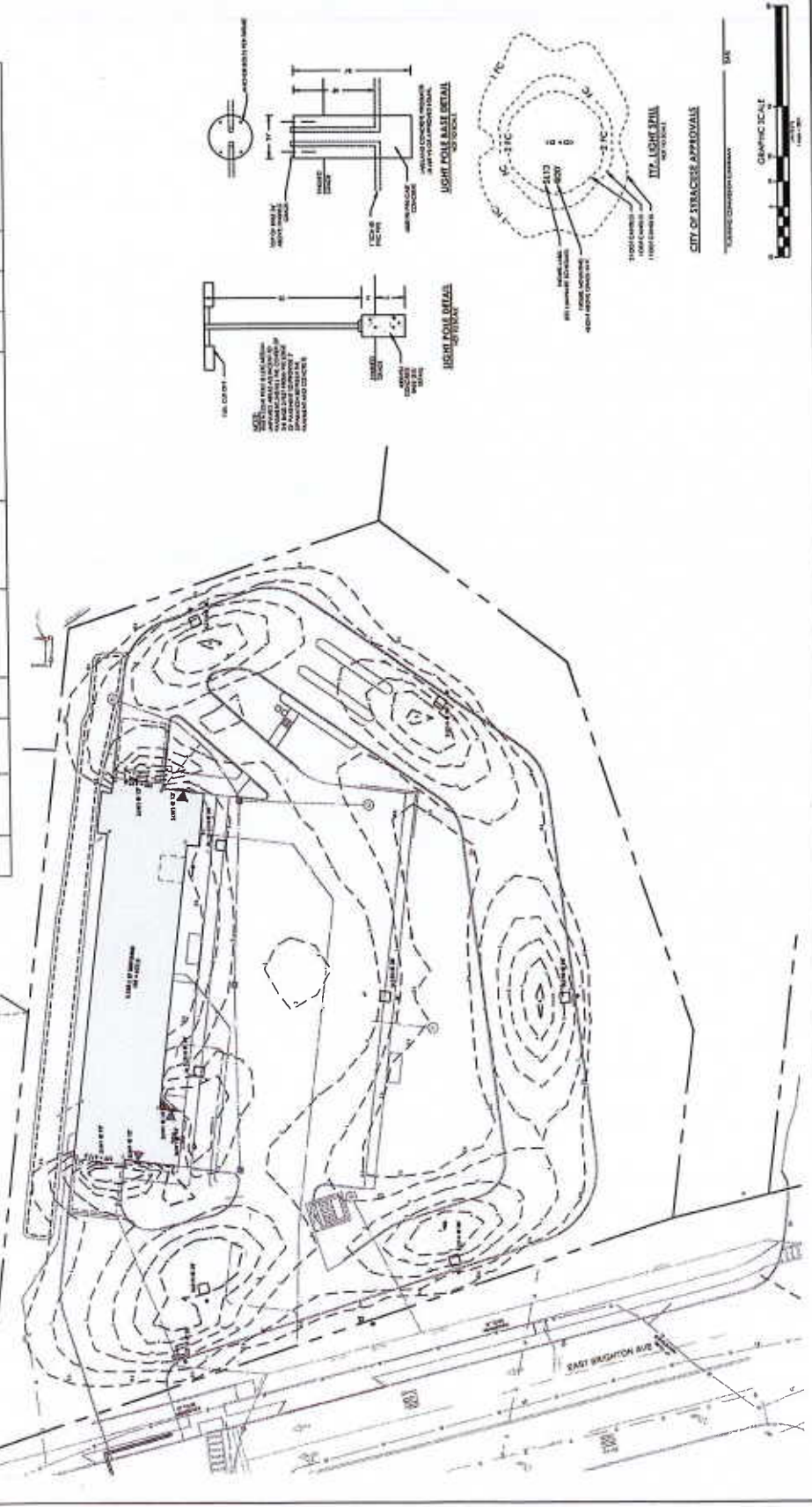
48 HENRY RD  
WEST HENRIETTA, NY 14888  
PH: 716.533.2323  
FAX: 716.533.2341



PROJECT OF APPROXIMATE 100% DESIGN  
LIGHTING PLAN  
1001 EAST BRIGHTON AVE  
SPLASH CAR WASH

DATE: 10/18/2017  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
SCALE: AS SHOWN  
PROJECT NO.: 17-001  
SHEET NO.: 02 OF 02

Symbol	Fixture	Height	Beam Angle	Beam Diameter	Mounting	Quantity	Notes
□	S121H	11'-0"	60°	10'-0"	Recessed	3	S121 LED Area Luminaire 840 70° Luminaire Package 4000 CCT Type T5 Distribution 20000 Lumens
□	S131H	11'-0"	60°	10'-0"	Recessed	3	S131 LED Area Luminaire 840 70° Luminaire Package 4000 CCT Type T5 Distribution 20000 Lumens
□	S1W1	11'-0"	60°	10'-0"	Recessed	3	S1W1 LED 27° Beam Luminaire Package 4000 CCT Type T5 Distribution 20000 Lumens



CITY OF STRATTON APPROVAL  
DATE: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_





27 37

# Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

September 7, 2023

**Jacob R. Dishaw**  
Zoning Administrator

**Meira Hertzberg**  
Zoning Attorney

**Cristian Toellner**  
Zoning Planner II

**Zhitong Wu**  
Zoning Planner II

**Haohui Pan**  
Zoning Planner I

**Patrick Voorheis**  
Zoning Planner I

**Gabe Sickler**  
Permit/Zoning  
Technician

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

Re: SP-23-10 Special Permit for a Car Wash on Property Situated at 1001 East  
Brighton Avenue

Dear Ms. McBride,

On August 7, 2023, the City Planning Commission adopted the above noted  
resolution.

Copies of the resolution are attached.

No one spoke in favor of and six (6) people spoke in opposition to the proposal.

The Commission granted four waivers from the City of Syracuse Zoning Rules and  
Regulations, as amended, with respect to the allowed number of signs, the  
allowable square footage of sign area, the driveway and curb cut width, and lighted  
signs close to signalized intersections as part of this approval.

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

Sincerely,

Jacob R. Dishaw  
Zoning Administrator

Owner/Applicant: Joe Hucko – Brighton Mews, LLC  
120 East Washington Street Suite 1002  
Syracuse, New York 13202

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

Office of Zoning Administration 201 East Washington St Syracuse, NY 13202  
Office 315 448 8640 [zoning@syr.gov](mailto:zoning@syr.gov) [www.syr.gov](http://www.syr.gov)

Ordinance No.

2023

**ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF SYRACUSE OF FUNDS NOT TO EXCEED \$1,250,000.00 FROM THE ONONDAGA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT TO ESTABLISH A FAÇADE IMPROVEMENT “MAIN STREET” GRANT PROGRAM FOR PROPERTIES SITUATED ON SOUTH SALINA STREET BETWEEN ADAMS STREET AND SENECA TURNPIKE AND EXECUTE A CONTRACT OR OTHER WRITTEN INSTRUMENTS ASSOCIATED WITH THE APPLICATION AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to accept funds not to exceed \$1,250,000.00 from the Onondaga County Department of Community Development; said funds shall be used by the Department of Neighborhood and Business Development to establish a Façade Improvement 'Main Street' grant program supporting commercial and mixed-use building renovations for properties situated on South Salina Street between Adams Street and Seneca Turnpike; no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments with Onondaga County associated with accepting said funds as necessary and as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, the Commissioner of Finance is authorized and directed to deposit the same into an appropriate account as designated by the Commissioner of Finance.



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# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

**Commissioner**  
Michael Collins

**Deputy Commissioner of  
Neighborhood Development**  
Michelle Sczpanski

**Deputy Commissioner of  
Business Development**  
Eric Ennis

**Deputy Commissioner of  
Code Enforcement**  
Jacob Dishaw

**Deputy Commissioner of  
Planning and Sustainability**  
Owen Kerney

Patricia McBride, City Clerk  
Office of the City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

**Re: Legislation Request – Accept \$1,250,000 from Onondaga County to Establish  
South Salina Main Street Program**

Dear Ms. McBride,

Please prepare legislation for the September 18, 2023 meeting of the Syracuse Common Council for the City of Syracuse to accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement 'Main Street' Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please contact me if you have any questions.

Sincerely,

Eric Ennis  
Deputy Commissioner

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

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

Office 315 448 8100



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director


**TO:** Mayor Ben Walsh  
**FROM:** Julie Castellitto, Assistant Director of Management and Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Accept an Investment - Onondaga County Department of Community Development

---

On behalf of the Department of Neighborhood & Business Development, I am requesting the City of Syracuse accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement "Main Street" Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of South Salina Street between Adams Street and Seneca Turnpike. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syrgov.net](http://www.syrgov.net)



County of Onondaga  
**Office of the County Executive**

John H. Mulroy Civic Center, 14th Floor  
421 Montgomery Street, Syracuse, New York 13202

Phone: 315.435.3516 Fax: 315.435.8582

[www.ongov.net](http://www.ongov.net)

**J. Ryan McMahon II**

*County Executive*

**Ann Rooney**

*Deputy County Executive, Human Services*

**Brian J. Donnelly**

*Deputy County Executive*

**Mary Beth Primo**

*Deputy County Executive, Physical Services*

September 14, 2021

Mayor Ben Walsh  
City of Syracuse  
203 City Hall  
233 East Washington Street  
Syracuse, NY 13202

Dear Mayor Walsh,

Please accept my support for the City of Syracuse application to the Downtown Revitalization Initiative (DRI) for a target area comprising of several important business corridors within the Southwest neighborhood of Syracuse, as well as the southern portion of the city's central business district. Onondaga County is a close partner of the City of Syracuse, and I see the value of the investment the City of Syracuse is looking to make within the proposed DRI target area and applaud these efforts.

The resources provided through the Downtown Revitalization Initiative will serve as a catalyst by fostering new opportunities in real estate investment, job creation, and public space enhancements. This proposal will build upon momentum already underway in the City of Syracuse, while seeking to develop inclusive growth and greater environmental sustainability. A DRI investment from New York State will only ensure that Syracuse continues rising to new possibilities.

As County Executive I understand the importance of a thriving city. The target area is the gateway to the west side of Syracuse and poised for economic recovery and growth. My strong commitment in seeing positive change through this corridor is evident in the \$1.25 million dollars I have agreed to put forth with the approval of this grant.

If selected for the Downtown Revitalization Initiative, the City of Syracuse and entire Central New York region will benefit significantly from this \$10 Million award, resulting in a transformational impact for all those who live, work, and visit our community.

Thank you for your support of this opportunity, and I look forward to continue working collaboratively on these revitalization efforts in the future.

Sincerely,

J. Ryan McMahon, II  
Onondaga County Executive

### **Onondaga County Syracuse Main Street Revitalization and Beautification Grant Program**

- It is a comprehensive grant program that provides funding for local revitalization efforts to grow the retail business district.
- Eligible rehabilitation properties are limited to commercial and mixed-use structures
- Applicant cannot have any open code violations in the municipality & must be current in taxes on all properties as well.
- The expectation is that the property owner will provide 25% of the funds.
- Improvement examples include:
  - Improve business facades; fencing, landscaping, lighting, exterior windows & doors, siding, exterior painting.
- The idea is for elected officials to work together with the local businesses to develop a proposal that will positively impact a main street area
  - Proposals will be evaluated and selected based on the overall impact of the project
  - Proposals should attempt to leverage other funding sources to combine with the County Main Street funding
  - Proposals should include the proposed activities, an explanation of how it will impact a main street area and a budget
- Onondaga County Community Development will assist you throughout the process
- **The grant is a reimbursable grant. Once awardee shows proof that matching funds have been spent, remaining funds are reimbursed as submitted up to the agreed upon award amount**

Ordinance No.

2023

**ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF SYRACUSE OF FUNDS NOT TO EXCEED \$1,250,000.00 FROM THE ONONDAGA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT TO ESTABLISH A FAÇADE IMPROVEMENT 'MAIN STREET' GRANT PROGRAM FOR PROPERTIES SITUATED ON WEST ONONDAGA STREET BETWEEN SOUTH SALINA STREET AND HOVEY STREET AND EXECUTE A MUNICIPAL ENDORSEMENT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE APPLICATION AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to accept funds not to exceed \$1,250,000.00 from the Onondaga County Department of Community Development; said funds shall be used by the Department of Neighborhood and Business Development to establish a Façade Improvement 'Main Street' grant program supporting commercial and mixed-use building renovations for properties situated on West Onondaga Street between South Salina Street and Hovey Street; no City matching funds are required; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments associated with accepting said funds as necessary and as approved by the Corporation Counsel; and

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





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# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

**Commissioner**  
Michael Collins

**Deputy Commissioner of  
Neighborhood Development**  
Michelle Sczpanski

**Deputy Commissioner of  
Business Development**  
Eric Ennis

**Deputy Commissioner of  
Code Enforcement**  
Jacob Dishaw

**Deputy Commissioner of  
Planning and Sustainability**  
Owen Kerney

Patricia McBride, City Clerk  
Office of the City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

**Re: Legislation Request – Accept \$1,250,000 from Onondaga County to Establish  
South Salina Main Street Program**

Dear Ms. McBride,

Please prepare legislation for the September 18, 2023 meeting of the Syracuse Common Council for the City of Syracuse to accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement 'Main Street' Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial, residential, and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

The investment will be used to complement the City's Downtown Revitalization Initiative (DRI) using funding awarded from New York State to support ongoing community and economic development efforts.

Please contact me if you have any questions.

Sincerely,

Eric Ennis  
Deputy Commissioner

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

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

Office 315 448 8100




# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Julie Castellitto, Assistant Director of Management and Budget   
**DATE:** September 5, 2023  
**SUBJECT:** Accept an Investment - Onondaga County Department of Community Development

---

On behalf of the Department of Neighborhood & Business Development, I am requesting the City of Syracuse accept an investment from the Onondaga County Department of Community Development to establish a Façade Improvement "Main Street" Program grant in an amount not to exceed \$1,250,000 to target building renovations to commercial and mixed-use structures, within specific boundaries of West Onondaga Street and South Avenue, between South Salina Street and Hovey Street. Any matching funds will be provided by the private owner of the benefiting structure. No City funds are required.

Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



COUNTY OF ONONDAGA  
**COMMUNITY DEVELOPMENT DIVISION**

ongov.net

J. Ryan McMahon II  
County Executive

Martin Skahen  
Director

Mayor Ben Walsh  
City of Syracuse  
203 City Hall  
233 East Washington Street  
Syracuse, NY 13202

Dear Mayor Walsh:

We are pleased to inform you that the 2023 Onondaga County Main Street program has awarded you \$1,250,000. These funds will be used for exterior improvement projects in the South Salina Street business corridor.

A contract will be executed between your municipality and the County. Our office of Community Development will initiate this procedure. The city will manage the project and the county will reimburse up to the awarded amount.

**As a reminder, no work can begin until a contract has been fully executed.**

If you have any questions, please contact Mike La Flair, Administrative Planning & Funding Coordinator at 315.435.3558 ext. 5826. We look forward to working with you.

Sincerely,

  
J. Ryan McMahon II  
County Executive

## Onondaga County Syracuse Main Street Revitalization and Beautification Grant Program

- It is a comprehensive grant program that provides funding for local revitalization efforts to grow the retail business district.
- Eligible rehabilitation properties are limited to commercial and mixed-use structures
- Applicant cannot have any open code violations in the municipality & must be current in taxes on all properties as well.
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- Onondaga County Community Development will assist you throughout the process
- **The grant is a reimbursable grant. Once awardee shows proof that matching funds have been spent, remaining funds are reimbursed as submitted up to the agreed upon award amount**



# J&J Equipment

*Environmental Equipment Specialists*

315- 699- 0656

**SALES - RENTAL - SERVICE - PARTS**

August 21, 2023

Mr. Rich Devesty

City of Syracuse, NY DPW

1200 Canal St Ext

Syracuse, NY 13210

Rich,

J&J Equipment is pleased to offer you the following pricing for your consideration:

**(10) New and Unused Perkins D6080CB-27K Rotary Tuckaway Breakaway Cart Tippers.**

**\*Cost per unit: \$3,802.18**

**\*\*Total Freight: 781.02**

**J&J Equipment (10) Perkins D6080CB-27K Sell Price..... \$38,802.82**

**FOB: Syracuse, NY**

**\*\*Pricing Valid for 30 Days From Above Date\*\***

Thank you for the opportunity to quote on your equipment needs.

Sincerely,

Rick Zerrillo- J&J Equipment LLC

315-559-8492

rick@jandjequipment.com

**ORDINANCE AMENDING ORDINANCE NO. 405-2022 AUTHORIZING A CONTRACT WITH SOLON QUINN STUDIOS RELATIVE TO MARKETING, PHOTOGRAPHY, VIDEOGRAPHY, GRAPHIC DESIGN AND MICROSITE DEVELOPMENT SERVICES ON BEHALF OF THE SYRACUSE POLICE DEPARTMENT**

BE IT ORDAINED, that Ordinance No. 405-2022 is hereby amended to read as follows:

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

WHEREAS, an RFP Committee has recommended and the Mayor has approved the retention of Solon Quinn Studios, under the following terms:

- (1) Solon Quinn Studios shall provide the marketing, photography, videography, graphic design, and microsite development services for the Syracuse Police Department;
- (2) The term of the contract shall be for a one (1) year period effective as of June 1, 2022 through May 31, 2023 with the option of two (2) one year renewal periods subject to the approval of the Mayor and the Common Council; the contract is hereby renewed for the first one-year renewal effective June 1, 2023 through May 31, 2024; and
- (3) The City shall pay Solon Quinn Studios an amount not to exceed \$205,000.00 for all services under the agreement;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that the costs associated with this agreement shall be charged to Budget Account #541500.01.31230 or another appropriate account as designated by the

Commissioner of Finance.

\_\_\_\_\_ = New Material

**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Derek P. McGork  
Richard H. Trudell  
Julie L. Shulsky

30

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

August 31st, 2023

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

**RE: LEGISLATION – Authorizing the exercising of the first of two optional (1) year renewals on an agreement with Solon Quinn Studios on behalf of the Syracuse Police Department**

Dear Ms. McBride:

Please prepare legislation to be introduced at the next Common Council meeting authorizing the exercising of the first of two optional (1) year renewals of an agreement with Solon Quinn Studios, for Marketing, Photography, Videography, Graphic Design, and Microsite Development, for the Syracuse Police Department in an amount not to exceed \$205,000.00

Authorization to enter into the agreement was granted by Ordinance 22-405. The renewal term of the contract is for (1) one year beginning June 1st, 2023 and ending May 31, 2024 with one additional (1) year optional renewal period remaining.

These services are necessary to continue the expansion of the recruitment and public relations efforts for the City of Syracuse Police Department.

Expenditures will not exceed \$205,000.00. These charges would be charged to Account #541500.01.31230.

Thank you.

Sincerely yours,

Handwritten signature of Richard Shoff Jr. in black ink, appearing as "DC RM Shoff Jr".

Richard Shoff Jr.  
1st Deputy Chief of Police

*Policing the community through partnerships, prevention, and problem-solving.*

511 South State Street, Syracuse, NY 13202    315.442.5250    www.syracusepolice.org

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget  
**DATE:** September 5, 2023  
**SUBJECT:** Amend Ordinance #405-2022 – Solon Quinn Studios

On behalf of the Department of the Police, I am requesting that the City of Syracuse amend ordinance #405-2022 to exercise the first of two optional one (1) year renewal with Solon Quinn Studios, for Marketing, Photography, Videography, Graphic Design, and Microsite Development for the Syracuse Police Department in an amount not to exceed \$205,000.

The renewal term of the contract is for one (1) year beginning June 1, 2023 and ending May 31, 2024 with one additional one (1) year optional renewal period remaining.

These services are necessary to continue the expansion of the recruitment and public relations effort for the City of Syracuse Police Department.

Expenditures will not exceed \$205,000. These charges will be charged to Account #541500.01.31230.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

**A RESOLUTION AFFIRMING THE CITY OF SYRACUSE AND THE SYRACUSE HOUSING AUTHORITY’S COMMITMENT TO ADVANCE THE COMMUNITY VISION OF THE EAST ADAMS STREET NEIGHBORHOOD TRANSFORMATION PLAN FOR THE BENEFIT OF CURRENT AND FUTURE RESIDENTS, BUSINESSES, AND COMMUNITY ANCHORS WITHIN THE NEW 15<sup>th</sup> WARD**

**WHEREAS**, the East Adams Street Neighborhood (“East Adams”) also referred to as the New 15<sup>th</sup> Ward, is geographically bounded by East Adams Street to the North, Almond Street/Interstate 81 to the East, East Colvin Street to the South, and Midland Street to the West; and

**WHEREAS**, once a vibrant single-family predominately minority community, the neighborhood was carved out by urban renewal and further divided by the construction of the Interstate I-81 viaduct in the late 1950’s that bifurcated Pioneer Homes, one of the oldest public housing sites in the state and decimated the Old 15th Ward. Local institutions and hospitals are on one side of the highway and low-income and subsidized housing primarily owned by the Syracuse Housing Authority are on the other; and

**WHEREAS**, the physical barrier of the highway and to decades of continued disinvestment and lack of resources contributed to the concentrated poverty, segregation, and marginalization endured by the minority and low-income residents that live in the surrounding areas of the I-81 viaduct. The neighborhood has not equipped individuals, families, and children to realize their potential; and

**WHEREAS**, within East Adams are located four public housing developments, owned and managed by the Syracuse Housing Authority whose physical needs have grown exponentially over

the years due to lack of adequate funding from the U.S. Department of Housing and Urban Development (“HUD”) and are now severely physically distressed. Rehabilitation would fail to address the fundamental design deficiencies including the substantially inappropriate site layout and lack of street connectivity due to the “superblocks” that are out of scale with the neighborhood causing urban planning social issues; and

**WHEREAS**, it is imperative that these public housing units are preserved or replaced and remain online as affordable housing for its residents and the vitality of this neighborhood is a critical component of the future health of the City; and

**WHEREAS**, beginning in 2015 the Syracuse Housing Authority began a multi-year visioning process in concert with residents and other community stakeholders to create the East Adam’s Street Neighborhood Transformation Plan (“plan”) to redevelop the East Adams Street Neighborhood; the plan consisted of a housing component that focused on replacing one-for-one the severely distressed public housing with high-quality new construction and also building additional affordable and market rate units to create a mixed-income neighborhood; a people component that focused on improving inclusive and equitable employment, income, health, wellness, and education opportunities for residents; and a neighborhood component that focused on public and private reinvestment that provided for improved amenities and assets, including public safety, good schools, and commercial activity, and most importantly enhance the neighborhood’s overall connectivity and visibility by reconnecting East Adams with the rest of the City of Syracuse’s urban core; and

**WHEREAS**, the guiding principles of the plan are one-for-one replacement of the public housing units, deconcentrating poverty by increasing the density with additional market rate and

affordable units, the right to return for all eligible residents, and a phased approach to redevelopment to minimize disruption of the residents; and

**WHEREAS**, the East Adams Street Neighborhood Transformation Plan and Redevelopment Project is being led by the SHA, with a commitment to furthering its mission to “provide quality, safe and affordable housing; to create opportunities for SHA residents self-sufficiency and economic independence, and to empower individual potential in an environment where people want to live, work and build communities”; and

**WHEREAS**, the City of Syracuse (“*City*”), SHA, McCormack Baron Salazar (“*MBS*”), Blueprint 15 (“*BPI5*”) – a neighborhood-based nonprofit organization – the Allyn Foundation, Urban Strategies Inc., (“*USP*”), New York State Homes and Community Renewal (“*HCR*”), New York State Department of Transportation (“*NYS DOT*”), and many other organizations will dedicate resources, knowledge, and capacity to transform this neighborhood and achieving the success of the Project; and

**WHEREAS**, in 2018 SHA and Blueprint 15 agreed that Blueprint 15 would serve as a community quarterback to assist in implementation of the plan; and

**WHEREAS**, in 2019, SHA procured Master Developer McCormack Baron Salazar, a national affordable housing developer with more than 40 years of experience in the urban revitalization of distressed communities across the United States to refine and implement SHA’s 2016 East Adam’s Street Neighborhood Transformation Plan for the redevelopment of East Adams; and

**WHEREAS**, in 2020, Mayor Walsh launched the “Resurgent Neighborhoods Initiative,” a citywide housing and commercial corridor revitalization strategy that aligns neighborhood

investment, planning, and stakeholder engagement at the block level in all four quadrants of the City; and

**WHEREAS**, in January 2023, the Governor of New York committed \$10M to catalyze progress on early phases of the New 15<sup>th</sup> Ward redevelopment effort; and

**WHEREAS**, in 2020, SHA, Blueprint 15, New York Civil Liberties Union (NYCLU) and the City of Syracuse partnered and participated in the New York State Anti-Displacement Learning Network and were awarded a \$1,000,000 grant from Enterprise to advance housing and neighborhood stability, promote resident engagement, and prevent displacement in the East Adams Neighborhood; and

**WHEREAS**, in 2021, SHA, McCormack Baron Salazar, Blueprint 15, Urban Strategies, and the City of Syracuse began a Master Planning process that involved comprehensive resident, community and stakeholder engagement and resulted in a refined transformation plan for East Adams; and

**WHEREAS**, in 2021 the City of Syracuse was presented with an opportunity to restore and reconnect its city when the New York State Department of Transportation (“NYSDOT”) announced its final decision to demolish the current I-81 viaduct and replace it with a community street grid. NYSDOT’s community street grid option complements the East Adams Neighborhood Transformation Plan and together through reconnection of the community they will advance the housing, economic, health, social, and wellness initiatives for residents; and

**WHEREAS**, the infrastructure improvements necessary to increase neighborhood connectivity and visibility involves the removal of the superblocks, creation of new streets to allow for connection to the street grid, improved streetscapes and pedestrian walkways, and a

neighborhood greenway connecting Wilson and Roesler parks are critical to the plan's overall success; and

**WHEREAS**, these infrastructure improvements will allow for a reintegrated community and commercial district, will encourage and invite new commercial investment to the area, will allow for the linkage of residents to critical community assets, will establish connected routes to encourage patronage of the neighborhood by outside residents and investment from outside businesses to establish vibrant commercial corridors and will facilitate the market rate demand in the area all of which will bring enhanced opportunities to current and future residents; and

**WHEREAS**, East Adams would act as a vital artery between local anchor institutions and downtown Syracuse thereby expanding and redefining the City's urban core and serving as a gateway to the City; and

**WHEREAS**, in furtherance of the housing component of the plan, in 2022 Syracuse Housing Authority and McCormack Baron Salazar began predevelopment on the initial phases of the plan, continued to engage and inform residents, and began submitting funding applications to HCR; and

**WHEREAS**, in furtherance of the people and neighborhood components of the plan, Blueprint 15 began predevelopment on the Children Rising Center, an early learning and parent empowerment center planned to be centrally located on a portion of the existing McKinney Manor footprint; and

**WHEREAS**, in furtherance of the neighborhood component of the plan, in March 2023 the City of Syracuse convened a taskforce in partnership with SHA and Blueprint 15 that is committed to developing a strategy for economic growth and development in East Adams which is being planned and will be implemented with an equity lens and that all new economic and

wealth-building opportunities are designed and developed by/for people living in East Adams or with ties to the East Adams; and

**WHEREAS**, in February 2023, the City of Syracuse was awarded \$500,000 through the Bipartisan Infrastructure Investment & Jobs Act’s Reconnecting Communities program for planning activities to reconnect Syracuse’s neighborhoods and improve access to careers, health care, education, and recreation for residents of the Syracuse’s Southside and in June 2023 U.S. Department of Housing and Urban Development selected the City of Syracuse to be a recipient of Thriving Communities Technical Assistance (TCTA) Program; and

**WHEREAS**, in July 2023, the City of Syracuse codified and signed into law a new Zoning Ordinance, updating the City’s zoning code for the first time in sixty years, designating the New 15<sup>th</sup> Ward as a “neighborhood center” – or medium density residential neighborhood with limits on building height (2-4 stories) and commercial uses (no large format commercial development); and

**WHEREAS**, a redevelopment effort of this magnitude will require public and private support for housing, infrastructure, site improvements, amenities and assets necessary to allow for positive outcomes for families in the area of employment, income, health and wellness and education;

**NOW, THEREFORE,**

**BE IT RESOLVED**, that in furtherance of the success of the East Adams Street Neighborhood Transformation Plan and Redevelopment Project, the City of Syracuse affirms and commits its ongoing services and resources to the current and future residents of East Adams to:

- a. Collaborate with the Syracuse Housing Authority and other community partners to implement the East Adams Neighborhood Transformation Plan with the goals of

deconcentrating poverty, improving housing quality and choice, and strengthening the overall connectivity of this neighborhood to downtown and other major hubs for employment, education, and healthcare;

- b. Innovate new approaches by harnessing staff expertise, creativity, and capacity to respond to the unprecedented complexity of the confluence of housing, transportation, and community development activities;
- c. Undertake activities with the Syracuse Housing Authority, its development team and community partners to enhance the competitiveness of funding applications for federal, state and local resources, foster an expanded partner collaboration, and align activities to advance community-identified priorities as to affordable housing and economic self-sufficiency;
- d. Coordinate with the Syracuse Housing Authority, its development team and community partners to assist in engaging current residents and other stakeholders early and often throughout the planning process to ensure their voice is central and incorporated as part of the implementation of the neighborhood revitalization and to ensure eligible residents have the right to return and are welcomed back while also attracting new residents to call East Adams home for the first time;
- e. Enhance public trust by prioritizing decisions and strategies in coordination with the Syracuse Housing Authority that have a meaningful impact on alleviating and deconcentrating poverty, advancing equitable outcomes, and improving quality of life;
- f. Ensure that East Adams reflects the enduring culture, character, and presence of the people who helped define the neighborhood; and
- g. Prioritize investment in East Adams as part of a coordinated, citywide strategy.

; and

**BE IT FURTHER RESOLVED**, that the City of Syracuse calls on all stakeholders to:

- a. Take all necessary actions to garner political support and obtain financial resources in furtherance of the plan implementation;
- b. Support development activities and sequencing to minimize resident displacement; and
- c. Prioritize investment in East Adams as part of a coordinated, citywide strategy.





## CITY OF SYRACUSE COMMON COUNCIL

**PATRICK J. HOGAN**  
Councilor – 2<sup>nd</sup> District

August 14, 2023

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

Dear Ms. McBride:

Please prepare legislation for the waiver agenda of the Common Council meeting of Monday, September 18, 2023 requesting to approve the proposed resolution affirming the city of Syracuse and the Syracuse Housing Authority's commitment to advance the community vision of the East Adams Street Neighborhood Transformation Plan for the benefit of current and future residents, businesses, and community anchors within the new 15th ward.

Attached you will find the supporting documentation from Department of Neighborhood and Business Development Commissioner, Michael Collins and The Syracuse Housing Authority Board approved resolution for this item.

Thank you for your attention in this matter.

Sincerely,

Patrick J. Hogan  
Councilor 2<sup>rd</sup> District



# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 12, 2023

**Commissioner**  
Michael Collins

**Deputy Commissioner of Neighborhood Development**  
Michelle Sczpanski

**Deputy Commissioner of Business Development**  
Eric Ennis

**Deputy Commissioner of Code Enforcement**  
Jacob Dishaw

**Deputy Commissioner of Planning and Sustainability**  
Owen Kerney

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

**Re: REQUEST TO APPROVE THE PROPOSED RESOLUTION AFFIRMING THE CITY OF SYRACUSE AND THE SYRACUSE HOUSING AUTHORITY'S COMMITMENT TO ADVANCE THE COMMUNITY VISION OF THE EAST ADAMS STREET NEIGHBORHOOD TRANSFORMATION PLAN FOR THE BENEFIT OF CURRENT AND FUTURE RESIDENTS, BUSINESSES, AND COMMUNITY ANCHORS WITHIN THE NEW 15<sup>th</sup> WARD**

Ms. McBride,

Please prepare legislation for the upcoming Common Council Meeting to approve the attached commitment between the City of Syracuse (City) and the Syracuse Housing Authority (SHA) to continue to work in cooperation with each other towards the redevelopment of the New 15<sup>th</sup> Ward.

This resolution, crafted together with the leadership of the City and SHA, and with the support of HUD's Thriving Communities Technical Assistance, makes clear to constituents, SHA residents, and potential funders, the shared goals and commitment to realizing the full, inclusive redevelopment of the New 15<sup>th</sup> Ward. The redevelopment is in line with the utilizing the Master Plan SHA developed through input and feedback of SHA residents within the New 15<sup>th</sup> Ward neighborhood.

Please contact me with any questions at [mcollins@syr.gov](mailto:mcollins@syr.gov) or x8109.

Sincerely,

Michael Collins  
Commissioner

**Department of Neighborhood & Business Development**  
300 State Street S  
7<sup>th</sup> Floor  
Syracuse, NY 13202

Cc: Sharon Owens, Deputy Mayor  
Michelle Sczpanski, Deputy Commissioner of Neighborhood Development  
Sarah Walton, Director of East Adams Neighborhood Redevelopment

Office 315 448 8100



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget  
**DATE:** September 12, 2023  
**SUBJECT:** Cooperation – Syracuse Housing Authority (SHA)

On behalf of the Department of Neighborhood & Business Development, I am requesting to approve the attached commitment between the City of Syracuse (City) and the Syracuse Housing Authority (SHA) to continue to work in cooperation with each other towards the redevelopment of the New 15th Ward.

This resolution, crafted together with the leadership of the City and SHA, and with the support of HUD's Thriving Communities Technical Assistance, makes clear to constituents, SHA residents, and potential funders, the shared goals and commitment to realizing the full, inclusive redevelopment of the New 15<sup>th</sup> Ward. The redevelopment is in line with the utilizing the Master Plan SHA developed through input and feedback of SHA residents within the New 15th Ward neighborhood.

Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh  
City of Syracuse, New York

SEP 12 2023

Date

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

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

September 14, 2023

Mr. Michael Collins  
The Division of Neighborhood Development  
One Park Place  
300 South State Street 7<sup>th</sup> Floor  
Syracuse NY 13202

RE: REQUEST FOR LEGISLATION

Dear Commissioner Collins :

Please request legislation by the Common Council authorizing the approval of the Resolution to Approve the Proposed Common Council of the City of Syracuse's Resolution affirming the City of Syracuse and the Syracuse Housing Authority's Commitment to Advance the Community Vision of the East Adam Street Neighborhood Transformation Plan for the Benefit of the current and Future Residents, Business and Community Anchors within the NEW 15th WARD

A Special Board Meeting was held on Wednesday, September 13<sup>th</sup> 2023, The attached resolution has been approved by Syracuse Housing Authority's Board Members. At this meeting a resolution approving the language included in a City Common Council resolution that affirms SHA's commitment to the East Adams Neighborhood Transformation Plan and Redevelopment Project will be presented for approval.

Sincerely,



William J Simmons,  
Executive Director  
Syracuse Housing Authority  
516 Burt Street  
Syracuse NY 13202



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**RESOLUTION TO APPROVE THE PROPOSED COMMON COUNCIL OF THE CITY OF SYRACUSE'S  
RESOLUTION AFFIRMING THE CITY OF SYRACUSE AND THE SYRACUSE HOUSING AUTHORITY'S  
COMMITMENT TO ADVANCE THE COMMUNITY VISION OF THE EAST ADAMS STREET  
NEIGHBORHOOD TRANSFORMATION PLAN FOR THE BENEFIT OF CURRENT AND FUTURE  
RESIDENTS, BUSINESSES, AND COMMUNITY ANCHORS WITHIN THE NEW 15th WARD**

**WHEREAS**, the East Adams Street Neighborhood Plan calls for infrastructure improvements necessary to increase neighborhood connectivity and visibility; and

**WHEREAS** the improvements involve the removal of the superblocks, creation of new streets to allow for connection to the street grid, improved streetscapes and pedestrian walkways, and a neighborhood greenway connecting Wilson and Roesler parks; and

**WHEREAS** these infrastructure improvements are critical for the plan's overall success and will allow for a reintegrated community and commercial district, will encourage and invite new commercial investment to the area, will allow for the linkage of residents to critical community assets, will establish connected routes to encourage patronage of the neighborhood by outside residents and investment from outside businesses to establish vibrant commercial corridor and will facilitate the market rate demand in the area all of which will bring enhanced opportunities to current and future residents; and

**WHEREAS** New York State Department of Transportation NYSDOT and the City of Syracuse are applying for the Reconnecting Communities and Neighborhoods grant in the approximate amount of \$145 million for needed infrastructure improvements for the I-81 project; and

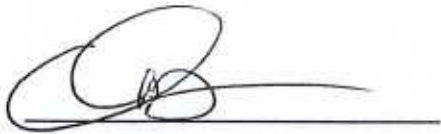
**WHEREAS**, SHA and the City are seeking a portion of the grant to be used toward the infrastructure improvements and new roads called for under the East Adams Street Neighborhood Transformation Plan if awarded; and

**WHEREAS** this resolution, crafted together with the leadership of the City and SHA, and with the support of HUD's Thriving Communities Technical Assistance demonstrates the City of Syracuse and the Syracuse Housing Authority's commitment to the successful implementation of the East Adams Street Neighborhood Transformation Plan; and

**BE IT THEREFORE RESOLVED**, that the SHA Board of Commissioners approves the resolution that affirms the SHA and City of Syracuse's commitment to advance the vision of the East Adams Street Neighborhood Transformation Plan; and

I, CHRISTOPHER MONTGOMERY, CHAIRMAN, of the Syracuse Housing Authority, do hereby certify that this resolution was adopted at a regular meeting of the Members of the Authority, held on September 13, 2023 and I do further certify that this resolution is a true and correct copy of the resolution adopted at such meeting and on file and of record; and

IN TESTAMENT WHEREOF, I have hereunto set my hand and the seal of said Authority this 13<sup>th</sup> day of September 2023; and

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line.

CHRISTOPHER MONTGOMERY, Chairperson,  
Syracuse Housing Authority



September 13, 2023

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