COMMON COUNCIL
of the
CITY OF SYRACUSE

(01/13)

REGULAR MEETING – JANUARY 13, 2020
1:00 P.M.

1. *Pledge of Allegiance to the Flag - (Led by Hon. Helen Hudson, President of the Syracuse Common Council)*

2. *Invocation – (Delivered by the Pastor Vincent Williams, Immanuel Baptist Church, Syracuse New York)*

3. *Roll Call - (All Present - 9)*

4. *Minutes – December 16, 2019 – (Adopted 9-0)*

5. *Petitions – (none)*

6. *Committee Reports – (none)*

7. *Communications – (From the Hon. William B. Magnarelli, NYS Assemblyman, a letter acknowledging the receipt of Resolution 36-R 2019 (12/16/2019); From the Hon. Pamela J. Hunter, NYS Assemblywoman, a letter acknowledging the receipt of Resolution 36-R 2019 (12/16/2019); From Mary E. Vossler, Director of Management and Budget, the Capital Improvement Plan for 2020/2021 – 2025/2026)*

8. ----------
   UNFINISHED BUSINESS

BY PRESIDENT HUDSON:

a. *Local Law - Of the City of Syracuse to amend Sections 206-A and 5-801 of the City Charter to remove certain functions from Section 206-A which are currently assigned to the Division of Purchase and to add those functions to Section 5-801 thereby transferring these functions to the Department of Finance.*

H **H**

NEW BUSINESS

BY PRESIDENT HUDSON:

9. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2020.*

9-0 **1-R**

BY COUNCILOR BEY:

10. *Amend - Ord. #254 (06/03/2019), "Authorize - Consultant Agreement with Saratoga Associates, to provide professional planning, design and engineering services to the Onondaga Creek and Seneca Turnpike project, in an amount not to exceed $89,610, with a term ending May 31, 2019. From Fund #07, Account #599807 Department #00400 Project #701226016. The City will be fully reimbursed by a grant with NYS under the Local Waterfront Revitalization Program." Amend to extend the contract date to May 31, 2020. All other terms and conditions remain the same.* **9-0** **2**

11. *Special Permit - To approve a restaurant located at 308 Gifford Street, 515 and 517 Wyoming Street, and 620 South West Street, Rear. Three people spoke in favor and ten people spoke in opposition to the proposal. The Planning Commission granted seven (7) waivers in regard to off-street parking, driveway location, driveway width, open area curb, sign, street line treatment, and arterial setback regulations. Mahmoud Naji Mousa, applicant. Wyoming-Gifford, LLC., owner.* **Sent back to the Planning Commission** **Sent back to the Planning Commission**

12. *Special Permit - To approve modification for a restaurant located at 505 North State Street. No one spoke in favor or in opposition to the proposal. The Planning Commission granted one (1) waiver in regard to signage regulations. Tesfahiwot Okube, owner/applicant.* **9-0** **Gen. Ord. #1**

13. *Authorize – The City of Syracuse to adopt a Negative Declaration pursuant to the State Environmental Quality Review (SEQR) Act for a Project in Meachem Park, along Onondaga Creek.* **9-0** **3**

BY COUNCILOR RUDD:

14. *Amend – Ord. #959 (12/04/2017), "Agreement – With Sierra-Cedar to provide Hyperion consulting services, on behalf of the Bureau of Information Technology, for a 12-month term to commence upon contract execution. Total cost not to exceed $35,000 from Account #01.16800.541500." Amend to authorize an extension to expire June 30, 2020. All other terms and conditions remain the same.* **9-0** **4**

15. *Purchase w/c/b - Agreement with Hamer Enterprises, for implementation of EZ-NETPAY software, for internet payment processing services for property taxes effective January 1, 2020 through December 31, 2020.* **9-0** **5**

BY COUNCILOR GREENE:

16. *Agreement - With the Onondaga County Resource Recovery Agency (OCRRA) for use of OCRRA'S Solid Waste Management System (Hauler Agreement) for the period of one year from January 1, 2020 through December 31, 2020 with a tipping fee of $95 per ton or $91 per ton for prompt payment.* **9-0** **6**

17. *Agreement - With the NYS Office of General Services (Federal Surplus Property*
9-0 *Program), to purchase one (1) 2011 Western Star 6 Wheel 4x4 Plow/Dump Truck.* **7**
Total cost not to exceed $4,000.

18. *Agreement - With the NYS Thruway Authority, to lease two (2) NYS Thruway Authority*
9-0 *Snow Plow Vehicles, (1-2004 International 7-Ton Truck, 1-2006 Sterling 7- Ton Truck)* **8**
at no cost to the City. The City will not be charged for the use of these vehicles but will be responsible for maintenance and repairs, other details outlined in the contract.

19. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to*
9-0 *defray the cost of the 2020/2021 DPW Capital Equipment Program. Total amount not to* **9**
exceed $2,150,000.

20. *Authorize - The 2020/2021 DPW Capital Equipment Program to purchase ten (10)*
9-0 *snow plows as detailed in Schedule "A". Total cost not to exceed $2,150,000 charged* **10**
to a capital account determined by the Commissioner of Finance. The NYS CHIPS Program will reimburse $1,075,000 of the cost of five (5) plows.

21. *Amend – Ord. #453 (07/29/2019), "Agreement - With C&S Engineers Inc. for*
9-0 *Preliminary Design Services Phases Fee and the increased Final Design Phase for the* **11**
Hiawatha Boulevard Bridge Sidewalk Improvement Project, PIN 3755.84, on behalf of the Department of Engineering. Total cost not to exceed $304,000, to be paid on a time and expense basis. The City will incur all initial costs with subsequent 80% reimbursement from Federal funds through TIP." Amend to provide Construction Inspection Services and include additional design costs in the amount of $255,000. Total cost not to exceed $559,000 charged to Capital Account #599807.07.701243000.

22. *Appropriate Funds – From the 2019/2020 Cash Capital Account #599007.01.99999 in*
9-0 *the amount not to exceed $28,000, on behalf of the Department of Engineering, for the* **12**
purchase of one (1) new plotter/scanner.

23. *Contract - With Cornell Cooperative Extension of Onondaga County for a Water Quality*
9-0 *Education Program and Farm Business Management Services in the Skaneateles Lake* **13**
Watershed from January 1, 2020–December 31, 2020. Total cost not to exceed $96,178 charged to Account #05.83350.541500. The Mayor waived the RFP process.

BY COUNCILOR PANIAGUA:

24. *Amend – Ord. #953 (12/07/2015), "Contract - With Davis Vision, for vision services for*
9-0 *the period of January 1, 2016 – December 31, 2019. Total cost not to exceed $335,000* **14**
for 2016 & 2017 per year for services based on the rate of $6.91 per month for individual coverage and $17.96 per month for family coverage; Total cost not to exceed $350,000 for the 2018 & 2019 per year for services based on the rate of $7.16 per month for individual coverage and $18.59 per month for family coverage. The Mayor has waived the RFP Process." Amend to authorize a 3-month extension for the period of January 1, 2020-March 31, 2020. Total cost charged to Account #590600.01.90600. All other terms and conditions remain the same.

25. *Amend – Ord. #909 (11/20/2017), "Agreement – With UMR (formerly POMCO) for medical and dental third party administrative services, for all active employees and retirees under age 65. For the period of January 1, 2018 – December 31, 2019 with a one (1) year renewal option with the approval of the Mayor and the Common Council. Total cost not to exceed $1,000,000 charged to Hospital, Medical Surgical Insurance Account #590600.01.90600. Proposed fee schedule is as detailed in Appendix "A". Amend to authorize the one (1) year renewal option for the period of January 1, 2020-Deember 31, 2020. All other terms and conditions remain the same.* **9-0** **15**

26. *Agreement – With WellNow Urgent Care, formerly Five Star Occupational Medical Services, to provide Federal and NYS Drug and Alcohol Testing Services for employees who are in safety sensitive positions or require a Commercial Driver's License for their job title, for the period of five (5) years from the date of execution with two (2) one-year renewal options with the approval of the Mayor and the Common Council, on behalf of the Office of Personnel & Labor Relations. Total cost not to exceed $30,958 per year from Special Objects Budget Account #595950.01.90000.* **9-0** **16**

BY COUNCILOR CARNI:

27. *Application & Agreement – To and with SUNY Upstate Medical University's Pediatric and Adolescent Center to the Community Access to Child Health (CATCH) Program, in an amount not to exceed $10,000, to jointly administer the Family Walking and Health Education Program, to be held along the Onondaga Creekwalk at Kirk Park, (or similar location) between the period of June 1, 2020 and October 31, 2020. No funds will be dispersed to the City. No local match required.* **9-0** **17**

28. *Amend – Ord. #761 (09/11/2017), "Contract – With Davey Resources Group, for a Project Manager to oversee the planning process of the Urban Forest Master Plan- Part A, for the period of two years from date of execution. Total cost not to exceed $80,385 to be charged to the Department of Parks, Recreation and Youth Programs, Capital Accounts (Urban Forest Restoration) #07.599807.700377015.70205 & #07.599807.700377017.70205." Amend to extend the contract to October 1, 2020.* **9-0** **18**

29. *Amend – Ord. #312 (06/04/2018), "Purchase w/c/b – With McKie Sports, to lease a Blademaster multi-head skate sharpening machine for Meachem and Sunnycrest Rinks, to include up to 12 grinding wheels, 6 diamonds dressing tools, and felt pads for the skate clamps and staff training, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed $3,000 to be charged to Account #01.71400.540552, for the period of July 1, 2018-June 30, 2018 with two 1-year renewal options with the approval of the Mayor and the Common Council." Amend to authorize the first of (2) one year renewal options, for the period of July 1, 2019-June 30, 2020. All other terms and conditions will remain the same.* **WD** **WD**

BY COUNCILOR MAJOK:

30. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2020/2021 Fire Department Apparatus Replacement Program. Total amount not to exceed $1,480,000.* **9-0** **19**

31. *Authorize - The 2020/2021 Apparatus Replacement Program to purchase two (2) refurbished 50 foot, 2000 gpm Telesqurt Fire Engines form Spartan / Ladder Tower Co., on behalf of the Department of Fire. Total cost not to exceed $1,480,000.*

9-0 **20**

32. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2020/2021 Fire Department Apparatus Replacement Program. Total amount not to exceed $2,272,530.*

9-0 **21**

33. *Authorize - The 2020/2021 Apparatus Replacement Program to purchase two (2) SP95 Aerial Towers from Sutphen Corporation, on behalf of the Department of Fire. Total cost not to exceed $2,272,530.*

9-0 **22**

34. *Agreement - With Syracuse University for Dome Traffic Control, the City will provide the workforce and resource necessary to control traffic and enforce parking regulations generated by the Dome events from 2019-2024. The University will pay all workforce costs. The agreement has been revised to remove $100,000 of City costs.*

9-0 **23**

35. *Amend – Ord. #52 (01/23/2017), "Contract – With Cedar Path Solutions Group for COPS Camera Platform Video Surveillance project at "Kirk Park" for the period of one year with two (2) one-year renewal options with the approval of the Mayor and the Common Council, on behalf of the Department of Police. Total cost not to exceed $57,880 from 2016 DASNY SAM Grant." Amend to authorize the second and final extension, to expire March 3, 2020, for the Syracuse University Corridor, Ostrom Avenue, Maryland Avenue and the Lancaster Avenue areas, with an additional amount not to exceed $100,488 to be charged to Account #504090.26.*

9-0 **24**

36. *Purchase w/c/b - From Bridgeport Rod & Gun Club, Inc., Elbridge Rod & Gun Club, Inc., Pathfinder Fish & Game, and Camillus Sportsmen's Club, Inc., to rent range time for firearms training, for the period of July 1, 2019-June 30, 2020, on behalf of the Department of Police. Total cost not to exceed $10,000 to be charged to Account #540552.01.31220.*

9-0 **25**

<u>BY COUNCILOR ALLEN</u>:

37. *Application & Agreement - To and with the United States Conference of Mayors, for the 2020 DollarWise Innovation Grant for Economic Mobility, in an amount not to exceed $10,000, to be used to support a pilot program that tests an alternate structure for fines and fees issuance for low income residents in the City. No local match is required.*

9-0 **26**

38. *Agreement – With the Center for Court Innovation (CCI) for a Community Ambassador Program, as part of the recently awarded "Cities RISE II" grant, in an amount not to exceed $535,679, to pilot and demonstrate the effectiveness of innovative code enforcement strategies to improve the quality and stability of housing for Syracuse families, for the period of 24 months, administered by the Enterprise Community Partners and the Ash Center at Harvard University.*

9-0 **27**

39. *Contract - With Environmental Design & Research, (EDR) to complete Phase II of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse, on behalf of the Division of City Planning, in an amount not to exceed $33,750 charged to Account #02.235750119. Funded by a grant awarded to the City ($38,000) from NYS Department of Parks, Recreation & Historic Preservation.* **28**

9-0

40. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1131 Glencove Road South, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of $151. (District 5)* **29**

8-0
Hogan abstain

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

8a 9 9

Local Law No. 2019
City of Syracuse

A LOCAL LAW OF THE CITY OF SYRACUSE AMENDING SECTION 5-801 AND SECTION 5-206A, ARTICLE V, CHAPTER 8 OF THE CHARTER OF THE CITY OF SYRACUSE-1960, AS AMENDED, RELATIVE TO THE TRANSFER OF CERTAIN FUNCTIONS OF THE DIVISION OF PURCHASE TO THE DEPARTMENT OF FINANCE

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

Section 1. Section 5-801, Article V, Chapter 8, Department of Finance, of the Charter of the City of Syracuse-1960, as amended, is amended in its entirety to read as follows:

Section 5-801. Functions.

The department of finance, headed by the commissioner of finance, shall:

(1) Collect all taxes, license and permit fees, and other moneys which may be legally due to or receivable by the city or any of its officers, departments, boards or commissions; provided that the council, by the affirmative vote of two-thirds of its membership, may authorize the receipt of moneys directly by officers, departments or boards, where economy of administration or public convenience requires.

(2) Collect, when directed or authorized by law, all taxes, license and permit fees, and other moneys which may be legally due to or receivable by any public office, department or board in the city or in Onondaga county which is not generally covered by the provisions of this charter.

(3) Sell property upon which taxes are not paid within the period prescribed by law.

(4) Prepare tax bills for all taxes on real property in the city, and when appropriate, prepare tax bills for revenues and other claims due the city.

(5) Issue receipts of all moneys collected by the department.

(6) Maintain the treasury of the city, into which shall be deposited all moneys of the city.

(7) Deposit daily the moneys of the city and moneys collected by the city for others in the depository banks and trust companies to the credit of the proper funds.

(8) Keep accurate and complete accounts of all receivables, receipts and disbursements.

(9) Assist in the administration of the annual budget and appropriations from the proceeds of and bonds or notes issued for capital purposes through the maintenance of commitment ledgers and see that all disbursements are pursuant to authorizations adopted under the terms of this chapter or applicable law.

(10) Provide the mayor, council, the director of budget administration and other officers, departments or boards, information pertaining to their financial affairs which may be required by them for the proper discharge of their functions.

(11) Prescribe the accounting system for any financial account maintained by any officer, department or board and to prohibit the keeping of any account which, in the judgment of the department, is unnecessary. In addition to other accounts and statements which may be called for by law or this charter, the department shall establish or prescribe accounts for municipal enterprises which derive a substantial part of their revenues from charges made to the public to show, on an accrual basis, the revenues earned and the expenses incurred in operating such enterprises. It shall also prepare or cause to be prepared for such enterprises, at least annually, balance sheets and operation statements based on these accounts; such statements to be in conformity with accepted accounting principles for such enterprises.

(12) Maintain or supervise the maintenance of cost accounting systems.

(13) Prepare all payrolls and such pension rolls as may be the responsibility of the city.

(14) Prepare and issue all pay checks and pension or retirement checks.

(15) Prepare the necessary bills for assessable public improvement and collect, deposit and make authorized payments of all moneys in connection therewith.

(16) Approve all purchase orders and contracts as to availability of funds in the amounts and for the purposes set forth therein.

(17) Designate with the approval of the mayor, the banks and trust companies to be used as city depositories and to see that the depository banks provide collateral in the amounts and of the types prescribed by law or ordinance.

(18) Sell, when authorized by appropriate authority, bonds, notes, tax anticipation warrants, or other evidence of indebtedness of the city.

(19) Send, not less than once each year, a notice to all persons from whom money is due the city demanding payment.

(20) Issue, not more than sixty (60) days after the close of the fiscal year, an annual comprehensive report setting forth the results of fiscal operations. The report shall set forth the appropriations, receipts, disbursements and conditions of all funds. In issuing

the annual report, the commissioner shall prepare the necessary year end transfers to balance all departmental expenditures.

(21) Perform such other functions as may be assigned by this charter, the mayor or the council in connection with the fiscal affairs or management of the city.

(22) Pay all valid claims against the city.

(23) Purchase all materials, supplies, equipment and services required by the city except such services as the council by local law or ordinance may designate for procurement through other offices, departments and boards.

(24) Compile and maintain a comprehensive inventory of all furniture, supplies and equipment owned by or in possession of the city, showing cost, serial numbers, location and other pertinent information.

(25) The Commissioner, subject to the approval of the Mayor, may create such bureaus or offices within the department to carry out any of the functions set forth in Section 5-801.

(26) The Commissioner, subject to the approval of the Mayor, may designate a deputy commissioner or supervisor to manage any bureau or office created to carry out any of the functions set forth in Section 5-801.

Section 5-801A. Transfer of functions and completion of pending actions.

The transfer of certain purchase functions as set forth in this local law relating to the Division of Purchase under Section 206A of Article V of the Chapter of the city of Syracuse - 1960, as amended, which are pending and which have not been completed by the director of management and budget before the effective date of the transfer of the functions of certain functions to the department of finance, as provided for herein, shall be administered, enforced and completed by the department of finance, in accordance with the applicable provisions of this Charter and the ordinances and regulations applicable to such purchasing functions or proceedings relating to the purchase of materials, supplies, equipment and services under the provisions of this local law.

Section 5-801B. References to purchase commissioner and/or the director of management and budget.

All references to the purchase commissioner and/or the director of management in any ordinance, local law and/or Charter of the city of Syracuse -1960, as amended, in relation to the certain purchase functions as set forth in this local law and transferred to the department of finance, be and are hereby amended to refer to the commissioner of finance or the designated deputy commissioner of finance and/or the department of finance.

Section 2. Section 5-206A, Article V, Chapter 8, Department of Finance, of the Charter of the City of Syracuse-1960, as amended, is amended in its entirety to read as follows:

Section 5-206A. Division of purchase.

The director of management and budget shall be responsible for performance of the following functions relating to the division of purchase:

(1) Award all contracts for public improvement and the performance of any work except contracts awarded pursuant to law by the council or the mayor for professional or other services or work.

(2) Adopt, subject to the provisions of this chapter, plans and specifications for all materials, supplies, equipment, services, work and public improvements submitted with requisition for purchase. When no specifications are submitted, or when items are subject to standardization of specification, the division of purchase shall prepare necessary specifications or plans. The division of purchase shall secure the advice of the office, department or board with respect thereto and may requisition technical assistance therefrom.

(3) Inspect materials, supplies and equipment purchased by the division of purchase for the purpose of ascertaining whether they comply as to quantity and quality, time of delivery and in all other respects with those ordered. Reports of findings shall be made to the department of audit.

(4) Procure such insurance and bonds as directed by the council.

(5) Maintain or supervise the maintenance of all storerooms and warehouses of the city.

(6) Determine, at least annually, which personal property in each office, department and board is unserviceable or no longer required. The division of purchase shall dispose of surplus personal property by reassignment to the offices, departments or boards of the city or by sale to the highest competitive bidder, after appropriate advertising in the official newspaper.

(7) Make contracts for supply to the city of power and utilization facilities for municipal purposes and for supply of other public utility services to the city.

(8) Provide for all agencies of the city government centralized services for reproduction of written and graphic materials, photography, mailing and messenger service, where such centralized services are determined by the director of management and budget to be in the best interests of the city.

Section 3. This local law shall take effect immediately subject to the provisions of the Municipal Home Rule Law of the State of New York.

8a 9 9

OFFICE OF THE MAYOR

MAYOR BEN WALSH

November 20, 2019

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

Re: Request for Legislation: Amend Sections 5-801 and Section 206A of the City Charter

Dear Mr. Copanas:

I am requesting a Local Law to amend Section 5-801 (functions of the Finance Dept.) and Section 206A (Division of Purchase) to make the following changes:

Section 5-801 will be amended to add the following new functions:

• Purchase all materials, supplies, equipment and services required by the city except such services as the council by local law or ordinance may designate for procurement through other offices, departments and boards.

• Compile and maintain a comprehensive inventory of all furniture, supplies and equipment owned by or in possession of the city, showing cost, serial numbers, location and other pertinent information.

• The Commissioner, subject to the approval of the Mayor, may create such bureaus or offices within the department to carry out any of the functions set forth in Section 5-801.

• The Commissioner, subject to the approval of the Mayor, may designate a deputy commissioner or supervisor to manage any bureau or office created to carry out any of the functions set forth in Section 5-801.

Section 206A (Division of Purchase) will be amended to delete the aforementioned functions as they are being transferred to the Department of Finance.

The purpose of these amendments is to provide the Commissioner of Finance the flexibility in organizing functions within bureaus and designating supervision of those functions. The primary responsibilities of the Department of Finance will not change. The Division of Purchase will remain under the Office of Management and Budget.

Sincerely,

Frank Caliva
Chief Administrative Officer

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

Office 315 448 8005
Fax 315 448 8067

www.syrgov.net

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Resolution No. 2020

Resolved, that the following persons be and hereby are appointed Commissioners of Deeds, in and for the City of Syracuse, New York for a term to expire **DECEMBER 31, 2020.**

Snyder, Norman J.	HOME:	320 Nichols Ave Syracuse, NY 13206
Abdella, Diana	HOME:	102 Kenner Road Minoa, NY 13116
	WORK:	333 E. Washington St., #840 Syracuse, NY 13202
Romano, Joseph	HOME:	120 Richfield Ave Syracuse, NY 13205
	WORK:	333 E. Washington St., #840 Syracuse, NY 13202
Nave, Marino L.	HOME:	124 Dale Street Syracuse, NY 13208
Petrick, Daniel	HOME:	111 Worthwood Way Camillus, NY 13031
	WORK:	333 E. Washington St., #840 Syracuse, NY 13202
Ferguson, John	HOME:	109 Spruce Tree Lane Syracuse, NY 13219
	WORK:	333 E. Washington St., #840 Syracuse, NY 13202

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 111-2018 AS LAST AMENDED BY ORDINANCE NO. 254-2019 AUTHORIZING CONTRACT WITH SARATOGA ASSOCIATES RELATIVE TO PROVIDING PROFESSIONAL PLANNING, DESIGN AND ENGINEERING SERVICES FOR THE CITY OF SYRACUSE

BE IT ORDAINED, that Ordinance No. 111-2018 as last amended by Ordinance No. 254-2019 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Saratoga Associates, under the following terms:

(1) Saratoga Associates shall provide professional planning, design and engineering services for the City of Syracuse on behalf of the Division of Planning relative to the City's Local Waterfront Revitalization Program Project at Onondaga Creek;

(2) This contract will be effective as of the date of execution through May 31, 2020*;

(3) The City shall pay to Saratoga Associates an amount not to exceed $89,610.00 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 amended contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Budget Account #07.599807.00400.701226016 or another appropriate account to be determined by the Commissioner of Finance.

* previously read December 31, 2019

_____ = new material

DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney
Assistant Director

January 2, 2020 (revised)

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

Re: Request to Amend Ordinance No. 2019-254, Authorizing a Contract with Saratoga Associates to Provide Professional Planning, Design, and Engineering Services for the City of Syracuse

Dear Mr. Copanas,

Please prepare legislation for the next Common Council agenda on behalf of the Division of City Planning to amend Ordinance No. 2019-254, authorizing a contract with Saratoga Associates for consultant services.

Saratoga Associates provides professional planning, design and engineering services to the City for a New York State Department of State funded Local Waterfront Revitalization Program (LWRP) project at Onondaga Creek and Seneca Turnpike. The City has recently submitted permit applications for review, and the project construction documents are being prepared. Considering this ongoing work, please revise and extend the contract end date to May 31, 2020.

This entire contract amount will be fully reimbursed to the City's via the City's grant with New York State under the LWRP, and there is no change to the not to exceed amount of the contract ($89,610). The City account for this project is Fund 07, Account 599807, Department 00400, Project 701226016. Please contact me at 448-8110 or okerney@syrgov.net with any questions

Sincerely,

Owen Kerney,
Assistant Director

Division of City Planning
201 E. Washington St.
City Hall Commons,
Room 512
Syracuse, N.Y. 13202

Office 315 448 8160

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Amend Ordinance with Saratoga Associates to Provide Professional Planning, Design, and Engineering Services

On behalf of the Division of City Planning, I am requesting that the City of Syracuse amend ordinance #254-2019, authorizing a contract with Saratoga Associates for consultant services.

Saratoga Associates provides professional planning, design and engineering services to the City for New York State Department of State funded Local Waterfront Revitalization Program (LWRP) project at Onondaga Creek and Seneca Turnpike. The City has recently submitted permit applications for review, and the project construction documents are being prepared. Considering this ongoing work, please revise and extend the contract end date to May 31, 2020.

This entire contract amount will be fully reimbursed to the City via the City's grant with New York State under the LWRP, and there is no change to the not to exceed amount of the contract. The City account for this project is Fund 07, Account 599807, Department 00400, Project 701226016.

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

01/02/19
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

/tm
cc: Owen Kerney, Assistant Director, Division of City Planning
File

//

General Ordinance No. 2020

ORDINANCE APPROVING A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTIES SITUATED AT 308 GIFFORD STREET, 515 AND 517 WYOMING STREET, AND 620 SOUTH WEST STREET REAR

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on December 30, 2019, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Wyoming-Gifford, LLC, owner, and Mahmoud Naji Mousa, applicant, for a special permit to establish a restaurant within a convenience store on properties situated at 308 Gifford Street, 515 and 517 Wyoming Street and 620 South West Street Rear, Syracuse, New York, pursuant to Part B, Section III, Article 2, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

Resolution Date: December 30, 2019
Release Date: January 2, 2020
SP-19-12

A RESOLUTION APPROVING WITH CONDITION(S) A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY SITUATED AT 308 GIFFORD STREET, 515 and 517 WYOMING STREET, AND 620 SOUTH WEST STREET, REAR

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 30th day of December, 2019, adopt the following resolution:

WHEREAS, the applicant, Mahmoud Naji Mousa, is requesting a Special Permit for a Restaurant in order to establish a restaurant within a convenience store on properties situated at 308 Gifford Street, 515 and 517 Wyoming Street, and 620 South West Street, Rear pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and

WHEREAS, the City Planning Commission held a Public Hearing on the request on August 5, August 26, and December 30 2019, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and

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

WHEREAS, the City Planning Commission opened a Public Hearing for the proposal on August 5, 2019; the Commission agreed to continue the Public Hearing in order to allow the applicant an opportunity to reach out to the neighborhood, and to revise the proposal in response to City department review comments; the applicant has revised the initial proposal in order to incorporate previous review comments and to expand the proposal to include a fourth property situated at 515 Wyoming Street; and

WHEREAS, the subject properties make up an irregular-shaped, corner lot with a one-story building, 206.9 feet of frontage on South West Street, 73.41 feet of frontage on Gifford Street, and 187.78 feet of frontage on Wyoming Street; and

WHEREAS, the properties lie within a Business, Class A zoning district, as do the adjacent and neighboring properties to the north and south; neighboring properties to the west lie within a Residential, Class B zoning district; neighboring properties to the east of the South West Street arterial lie within a Commercial, Class A zoning district; and

WHEREAS, land use in the area consists primarily of low to high-density residential uses to the west and commercial and office uses to the east; and

WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Westside neighborhood, as Industrial Legacy; and

WHEREAS, there is an additional, retail use (CVS) on site with 2,800 square feet; and

WHEREAS, the hours of operation will be Sunday through Saturday from 9:00 a.m. until 10:00 p.m., with a maximum of four employees on premises at one time; and

WHEREAS, the applicant is proposing to maintain an existing, 4-foot by 25-foot awning sign; and

WHEREAS, the application included a site and building plan (Sheet P-1) dated February 25, 2019, and last revised on November 20, 2019, which includes a floor plan illustrating approximately 230 square feet of customer area for the restaurant operations and approximately 1,330 square feet of retail floor area; and

WHEREAS, the application included an enlarged site plan (Sheet P-2) dated February 25, 2019, and last revised on December 23, 2019, which illustrates a 7,133-square foot, one-story, concrete-block building, 24 off-street parking spaces, landscaping, new curbing with a 30-foot curb-cut on Wyoming Street, and new curbing with a 30-foot curb-cut on Gifford Street; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(1) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal requires 22 parking spaces consisting of eight spaces for the restaurant operations, five spaces for the convenience store retail operations, and nine spaces for the additional (CVS) retail use; the site plan illustrates 24 parking spaces, of which all or parts of 11 spaces encroach into the City or State rights-of-way, leaving 13 legal spaces; the applicant is requesting permission to encroach into the City rights-of-way to recognize the existing 24 spaces; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(a) of the City of Syracuse Zoning Rules and Regulations, as amended, in that any driveway opening on a traffic lane leading to the intersection at which the restaurant is situated shall be located to provide not less than forty feet spacing between the intersection formed by the adjacent street right-of-way lines and the nearest side of such driveway; the site plan illustrates a driveway opening on Gifford Street approximately 23 feet from the intersection of Gifford Street and Wyoming Street; the driveway is at least 60 feet from the intersection of Gifford Street and Wyoming Street as measured by the existing curb lines; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(e) 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 165.6-foot wide driveway on Wyoming Street as measured at the street line; the applicant is proposing to establish two 24-foot wide driveways with 30-foot curb-cuts within the Wyoming Street right-of-way; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(5)(c) of the City of Syracuse Zoning Rules and Regulations, as amended, in that curbs shall be provided along the edge of all areas accessible to motor vehicles to prevent the encroachment of vehicles or any portions thereof, upon adjacent property or the street right-of-way; the site plan only illustrates curbing immediately in front of the building; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(6) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal is allowed one wall and one ground sign, neither to exceed 40 square feet, and the applicant is proposing to maintain an existing 100-square foot awning sign; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(9) of the City of Syracuse Zoning Rules and Regulations, as amended, in that a minimum of eight feet in width, measured inward from the street line for the entire length of the sidewalk, exclusive of approach drives, shall be reserved for landscape treatment; the site plan does not show the required street line treatment areas along South West Street or Wyoming Street, and illustrates what appears to be a three-foot wide landscape treatment area along Gifford Street. The applicant is proposing street line treatments within the Wyoming Street, Gifford Street, and South West Street rights-of-way; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph g. of the City of Syracuse Zoning Rules and Regulations, as amended, in that a minimum setback of ten feet shall be maintained for all structures and parking areas from South West Street, which is designated as a principal arterial by the Federal Highway Administration Functional Classification. The site plan illustrates the existing building with a 4.3-foot setback, and one parking space encroaching into the South West Street right-of-way; and

WHEREAS, the proposal necessitates seven waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, driveway location, driveway width, open area curb, sign, street line treatment, and arterial setback regulations; and

WHEREAS, the City Planning Commission is reviewing a companion resubdivision (R-19-44) to combine the four properties into one new Lot; and

WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works for review; and

WEHEREAS, the proposal was reviewed by the Onondaga County Planning Board pursuant to GML §239-l, m and n; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 30th day of December, 2019, APPROVE WITH CONDITION(S) the application of Mahmoud Naji Mousa for a Special Permit for a Restaurant in order to establish a restaurant within a convenience store on properties situated at 308 Gifford Street, 515 and 517 Wyoming Street, and 620 South West Street, Rear pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;

2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;

3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:

- Location Survey on Part of Blocks 185 & 312, City of Syracuse; Known as No.308 Gifford Street, City of Syracuse, County of Onondaga, New York; prepared by: Douglas R. Lehr, Licensed Land Surveyor; dated: 14 Mar 2019; scaled: 1"=20'
- Site & Building Plan (Sheet P-1); Munch Express, 308 Gifford St, T.M.P. 100.-26-01.0; prepared by: Joseph A. Mastroianni, Licensed Professional Engineer; dated: 02/25/19; last revised: 11/20/19 scaled: as noted;
- Enlarged Site Plan (Sheet P-2); Munch Express, 308 Gifford St, T.M.P. 100.-26-01.0; prepared by: Joseph A. Mastroianni, Licensed Professional Engineer; dated: 02/25/19; last revised: 12/23/19 scaled: as noted;
- Specifications & Details (Sheet D-1); Munch Express, 302 Gifford St, T.M.P. 100.-26-01.0; prepared by: Joseph A. Mastroianni, Licensed Professional Engineer; dated: 02/25/19; last revised: 06/16/19; scaled: as noted.

4. Signage for the proposal is limited to a 4-foot by 25-foot awning sign, as noted in condition number three above;

5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

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

BE IT FURTHER RESOLVED that this approval is subject to the following CONDITION(S):

- the applicant shall obtain permission from the City of Syracuse Common Council to encroach into the City right-of-way with respect to off-street parking, driveways, and curb-cuts as identified in the preamble to this resolution;
- the applicant shall comply with any and all requirements as established by the City Transportation Planner;

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

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

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

Steven W. Kulick

Steven W. Kulick, Chairperson
City Planning Commission

BUILDING PERMIT APPLICATION

MUNCH EXPRESS

308 GIFFORD STREET

T.M.P. 100.-26-01.0

CITY OF SYRACUSE

ONONDAGA COUNTY, NEW YORK

CODE REVIEW

2015 International Building Code (3rd Printing as adopted by New York State)

PROJECT: Munch Express
308 Gifford Street
Syracuse, New York
Onondaga County, New York
T.M.P. 100.-26-01.0

ENGINEER
Joseph A. Mastroianni, P.E. (License Number 063898)
MASTROIANNI ENGINEERING, PLLC
P.O. Box 2572
Liverpool, New York 13089
(315) 278-0261
mastroianneng@aol.com

Existing Structure: One story, unsprinkled structure, non-combustible concrete masonry block exterior walls , steel joists, metal roof deck, insulation and rubber roof.

Applicable Codes
Building Code of New York State
Fire Code of New York State
Plumbing Code of New York State
Mechanical Code of New York State
National Electric Code
Energy Conservation Code of New York State

Chapter 3-Use and Occupancy Classification
302.1 General- Site is classified as Mercantile (Section 309 Group M-Market)

This site will be used as a neighborhood grocery store.

Chapter 5-Classification of Work
505.1 Type IIIB-Type III alterations apply where work exceeds 50% of the building.

This structure requires work in more than 50% of the area.

Chapter 9-Fire Protection Systems
[F] 907.2.7 Group M-A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies where the following conditions exists:

1. Combined Group M occupant load of all floors is 500 or more persons.
2. The Group M occupant load is more than 100 persons above or below the lowest level of exit discharge.

This occupant load for this store is well below the thresholds listed.

Chapter 10-Means of Egress
1004.1 Design Occupant Load /Table 1004.1.2 Maximum Floor Area Allowances per Occupant

Function of Space	Occupant Load Factor
Mercantile (Group M Market)	60 square feet

Subject building has an overall area of 2,000 square feet. This translates to an occupant load of 34 persons.

1006.2.1 Egress based on occupant load and common path of egress travel distance.
Two exits or exit access doorways from any space shall be provided where the design occupant load or common path of egress travel distance exceeds the values listed in Table 1006.2.1. This table indicates the maximum travel distance for a Group M classification is 75 feet.

In this store, the maximum distance is 32 feet. There is the front main door and a rear emergency door.

1006.2.2.3 Refrigerated rooms or spaces.
Rooms or spaces having a floor area larger than 1,000 sf containing a refrigerant evaporator and maintained at a temperature below 68 ° F shall have access to not less than two exits or exit access doorways. In this store, the walk-in cooler has an area of 128 sf which is less than 1,000 sf so only one door is required.

Chapter 11- Accessibility
1103.2.14 Walk-in Cooler and freezers- Walk-in coolers and freezers intended for employee use only are not required to comply with this chapter. This store has one walk-in cooler to be used only by employees for stocking of items.

1104.3.1 Employee Work Areas
Common use circulation paths within employee work areas shall be accessible routes.
Exceptions:

1. Common use circulation paths, located within employee work areas that are less than 1,000 square feet in size and defined by permanently installed partitions, counters, casework or furnishings, shall not be required to be accessible routes.

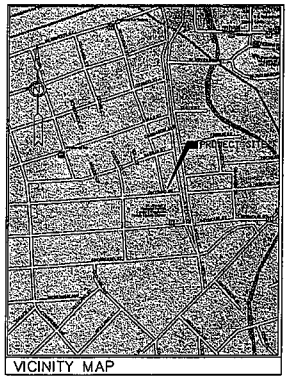
The area behind the deli cooler for employees and is less than 1,000 feet in area therefore accessibility is not required. A fully accessible unisex bathroom will be constructed.

1106 Parking and passenger loading facilities/Table 1106.1 Accessible Parking Spaces
For 1-25 parking spaces provided, a minimum of 1 accessible parking spaces must be provided. For this project, 2 accessible spaces have been provided.

For this project, 1 accessible space has been provided.

Appendix D – Fire Districts
Section D103-Changes to Buildings
D103.2 Other Alterations – Nothing is Section D103.1shall prohibit other alterations within the sure district provided there is no change of occupancy that is otherwise prohibited and the fire hazard is not increased by such alteration.

This Change of Occupancy is a permitted use.



VICINITY MAP

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	2	12/23/19
P-1	SITE & BUILDING PLAN	1	11/20/19
P-2	ENLARGED SITE PLAN	2	12/23/19
D-1	SPECIFICATIONS & DETAILS	1	06/06/19

SHEET INDEX

THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION"

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OWNER:
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GLEN HEAD, NEW YORK 11545

APPROVALS

PROJECT NUMBER	DRAWN BY
19003	JAM

NO.	DATE	ISSUE
1	11/20/19	GENERAL COMMENTS
2	12/23/19	GENERAL COMMENTS

RELEASED BY	DATE
	02/25/19

308 GIFFORD ST.
SYRACUSE, NY

T.M.P. 100.-26-01.0

SITE INFORMATION

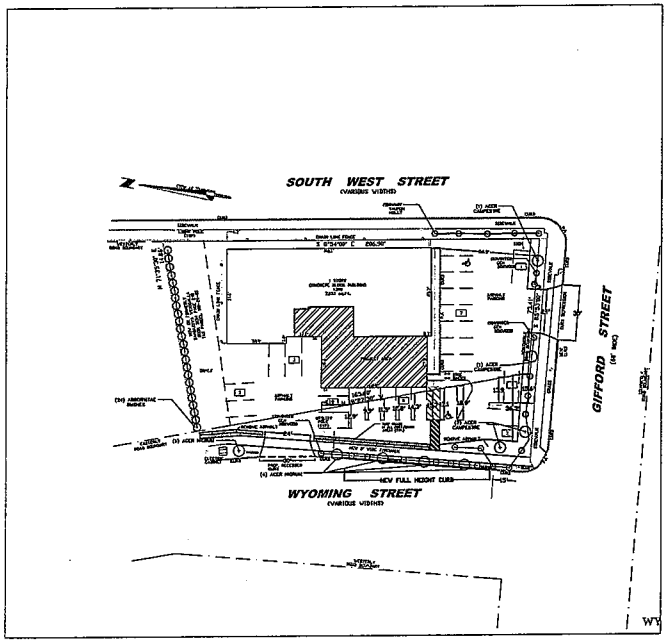
CITY OF
SYRACUSE
ONONDAGA COUNTY
NEW YORK

SHEET TITLE

TITLE
SHEET

SHEET NUMBER

T-1

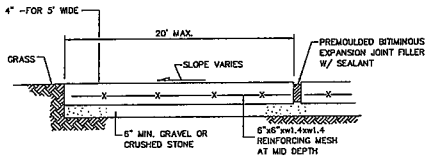


SITE PLAN

SCALE: 1"=30'-0"

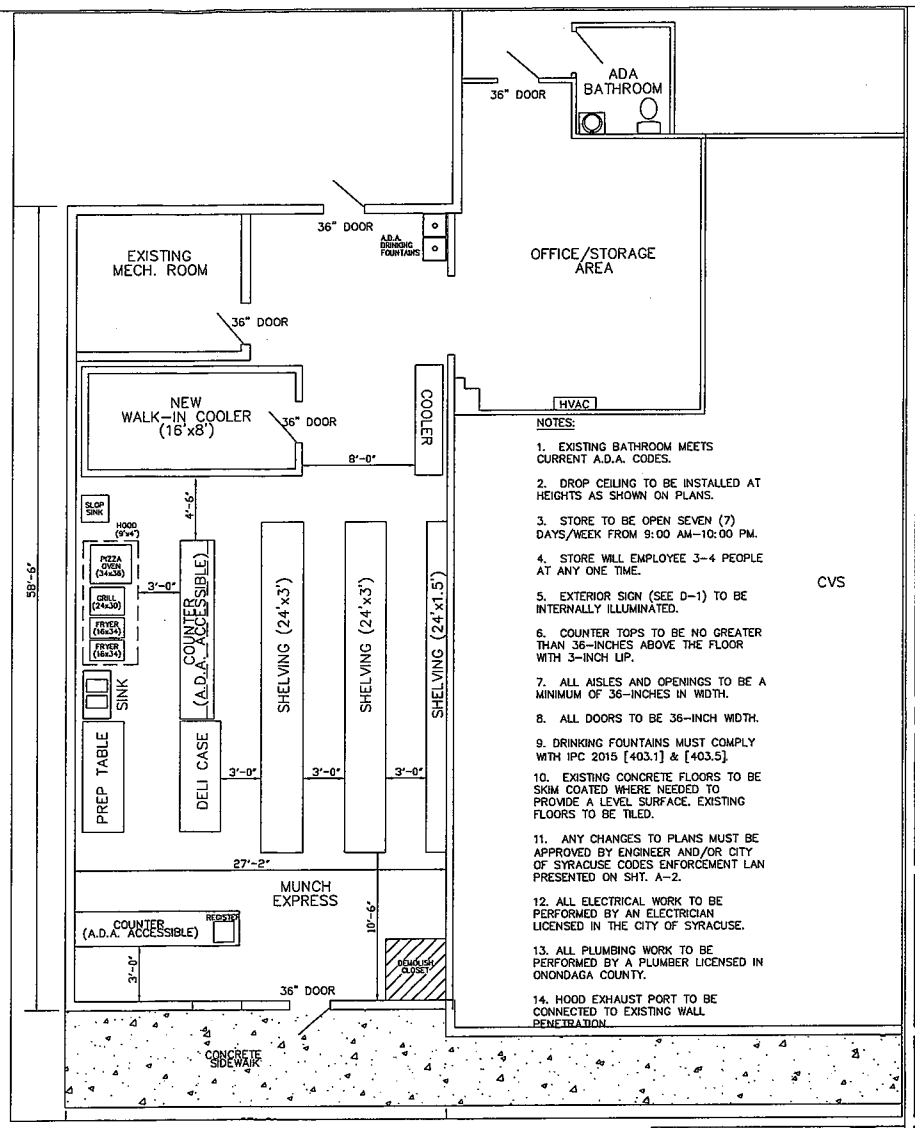
NOTE: SURVEY DATA OBTAINED FROM MAP DEVELOPED BY LEHR SURVEYORS DATED 03/14/19.

NOTE: 5' WIDE SIDEWALK – TRANSVERSE FALSE JOINTS AT 5' INTERVALS, NO LONGITUDINAL JOINTS



NOTE: EXPANSION JOINTS TO BE PLACED BETWEEN ADJACENT SLABS, AT BUILDING LINE, AT CURBS, OR AT PENETRATING STRUCTURES.

1 / P-1 SIDEWALK DETAIL
NOT TO SCALE



BUILDING PLAN

SCALE: 1/4"=1'-0"

NOTES:

1. EXISTING BATHROOM MEETS CURRENT A.D.A. CODES.
2. DROP CEILING TO BE INSTALLED AT HEIGHTS AS SHOWN ON PLANS.
3. STORE TO BE OPEN SEVEN (7) DAYS/WEEK FROM 9:00 AM–10:00 PM.
4. STORE WILL EMPLOYEE 3–4 PEOPLE AT ANY ONE TIME.
5. EXTERIOR SIGN (SEE D–1) TO BE INTERNALLY ILLUMINATED.
6. COUNTER TOPS TO BE NO GREATER THAN 36–INCHES ABOVE THE FLOOR WITH 3–INCH LIP.
7. ALL AISLES AND OPENINGS TO BE A MINIMUM OF 36–INCHES IN WIDTH.
8. ALL DOORS TO BE 36–INCH WIDTH.
9. DRINKING FOUNTAINS MUST COMPLY WITH IPC 2015 [403.1] & [403.5].
10. EXISTING CONCRETE FLOORS TO BE SKIM COATED WHERE NEEDED TO PROVIDE A LEVEL SURFACE. EXISTING FLOORS TO BE TILED.
11. ANY CHANGES TO PLANS MUST BE APPROVED BY ENGINEER AND/OR CITY OF SYRACUSE CODES ENFORCEMENT LAN PRESENTED ON SHT. A–2.
12. ALL ELECTRICAL WORK TO BE PERFORMED BY AN ELECTRICIAN LICENSED IN THE CITY OF SYRACUSE.
13. ALL PLUMBING WORK TO BE PERFORMED BY A PLUMBER LICENSED IN ONONDAGA COUNTY.
14. HOOD EXHAUST PORT TO BE CONNECTED TO EXISTING WALL PENETRATION.

CVS

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STATE OF NEW YORK · 082198 · PROFESSIONAL ENGINEER

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GLEN HEAD, NEW YORK 11545

APPROVALS

PROJECT NUMBER	DRAWN BY
19003	JAM

NO.	DATE	ISSUE
1	11/20/19	MOD. RESUBDIVISION

RELEASED BY	DATE
	02/25/19

MUNCH EXPRESS
308 GIFFORD ST.
SYRACUSE, NY
T.M.P. 100.-26-01.0

SITE INFORMATION

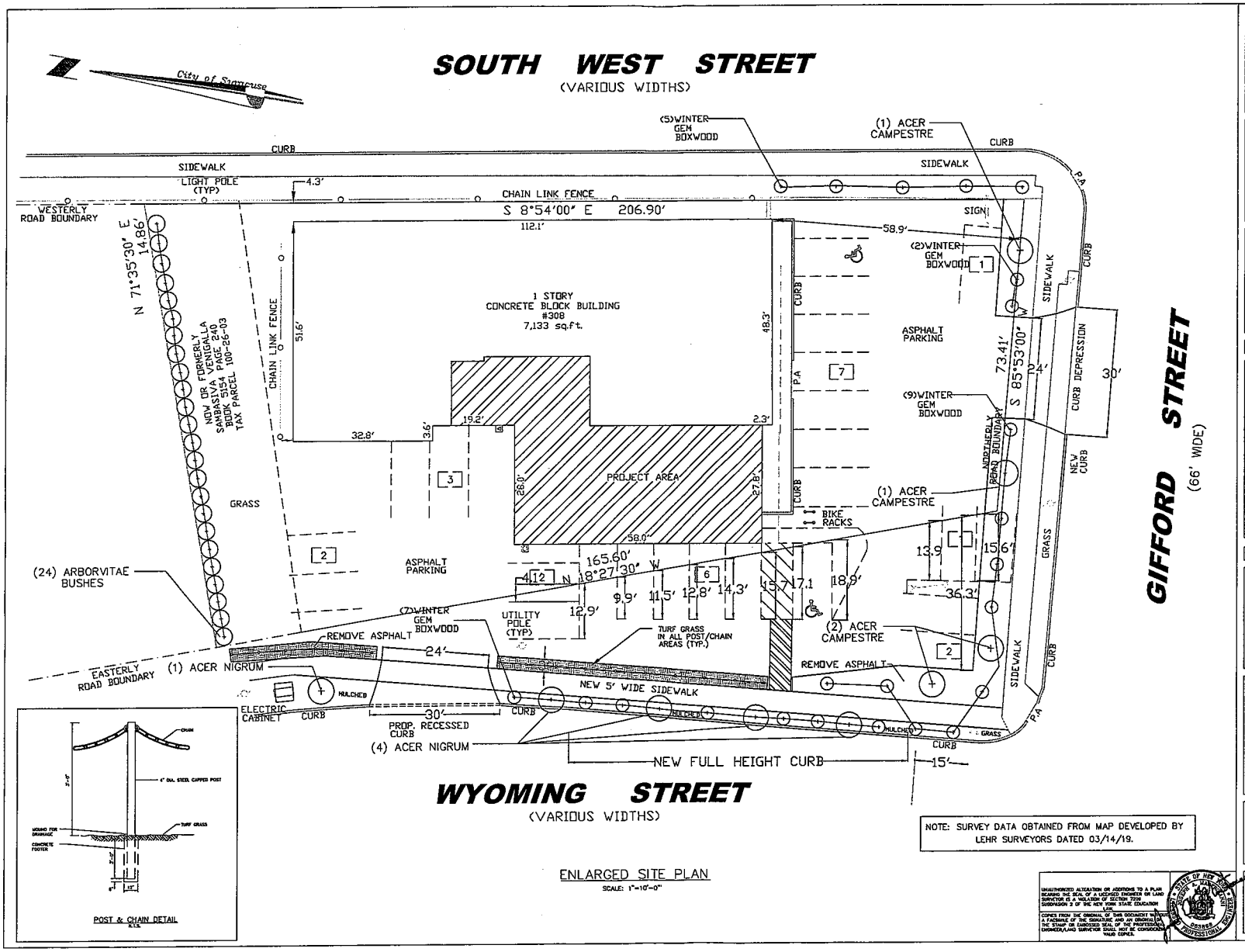
CITY OF SYRACUSE
ONONDAGA COUNTY
NEW YORK

SHEET TITLE

SITE & BUILDING PLAN

SHEET NUMBER

P–1



NOTE: SURVEY DATA OBTAINED FROM MAP DEVELOPED BY LEHR SURVEYORS DATED 03/14/19.

ENLARGED SITE PLAN
SCALE: 1"=10'-0"

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APPROVALS

PROJECT NUMBER	DRAWN BY
19003	JAM

NO.	DATE	ISSUE
1	11/20/19	MOD. SUBDIVISION
2	12/23/19	MOD. SUBDIVISION

RELEASED BY	DATE
	02/25/19

MUNCH EXPRESS
308 GIFFORD ST.
SYRACUSE, NY
T.M.P. 100.-26-01.0

SITE INFORMATION

CITY OF SYRACUSE
ONONDAGA COUNTY
NEW YORK

SHEET TITLE

ENLARGED SITE PLAN

SHEET NUMBER

P-2

NOTES:

ANCILLARY FIRE SUPPRESSION SYSTEM

Specifications

An ANSUL R-102 Fire Suppression System shall be furnished. The system shall be capable of protecting all hazard areas associated with cooking equipment.

1.0 GENERAL

1.1 References

1.1.1 Underwriters Laboratories (UL)
- 1.1.1.1 UL Standard 1254
- 1.1.1.2 UL Standard 300

1.1.2 Underwriters Laboratories of Canada (ULC)
- 1.1.2.1 ULC/ORD-C 1254.6

1.1.3 National Fire Protection Association (NFPA)
- 1.1.3.1 NFPA 96
- 1.1.3.2 NFPA 17A

1.2 Submittals

1.2.1 Submit two sets of manufacturer's data sheets

1.2.2 Submit two sets of piping design drawings

1.3 System Description

1.3.1 The system shall be an automatic fire suppression system using a wet chemical agent for cooking grease related fires.

1.3.2 The system shall be capable of suppressing fires in the areas associated with ventilating equipment including hoods, ducts, plenums, and filters as well as auxiliary grease extraction equipment. The system shall also be capable of suppressing fires in areas associated with cooking equipment, such as fryers; griddles and range tops; upright, natural charcoal, or chain-type broilers; electric, lava rock, mesquite or gas-radiant char-broilers; and woks.

1.3.3 The system shall be the pre-engineered type having minimum and maximum guidelines established by the manufacturer and listed by Underwriters Laboratories (UL/ULC).

1.3.4 The system shall be installed and serviced by personnel trained by the manufacturer.

1.3.5 The system shall be capable of protecting cooking appliances by utilizing either dedicated appliance protection and/or overlapping appliance protection.

1.4 Quality Control

1.4.1 Manufacturer: The R-102 Restaurant Fire Suppression System shall be manufactured by a company with at least forty years experience in the design and manufacture of pre-engineered fire suppression systems. The manufacturer shall be ISO 9001 registered.

1.4.2 Certificates: The wet agent shall be a specially formulated, aqueous solution of organic salts with a pH range between 7.7 – 8.7, designed for flame knockdown and foam securement of grease-related fires.

1.5 Warranty, Disclaimer, and Limitations

1.5.1 The pre-engineered restaurant fire suppression system components shall be warranted for five years from date of delivery against defects in workmanship and material.

1.6 Delivery

1.6.1 Packaging: All system components shall be securely packaged to provide protection during shipment.

1.7 Environmental Conditions

1.7.1 The R-102 system shall be capable of operating within a temperature range of 32 °F to 120 °F (0 °C to 54 °C).

2.0 PRODUCT

2.1 Manufacturer

2.1.1 Johnson Controls, One Stanton Street, Marinette, Wisconsin 54143-2542. Telephone (715) 735-7411.

2.2 Components

2.2.1 The basic system shall consist of an AUTOMAN regulated release assembly which includes a regulated release mechanism and a wet chemical storage tank housed within a single enclosure. Nozzles, blow-off caps, detectors, cartridges, agent, fusible links, and pulley elbows shall be supplied in separate packages in the quantities needed for fire suppression system arrangements. Additional equipment shall include remote manual pull station, mechanical and electrical gas valves, and electrical switches for automatic equipment and gas line shut-off, and building fire alarm control panel interface.

2.2.2 Wet Chemical Agent: The extinguishing agent shall be a specially formulated, aqueous solution of organic salts with a pH range between 7.7 – 8.7, designed for flame knockdown and foam securement of grease related fires.

2.2.3 Agent Tank: The agent tank shall be installed in a stainless steel enclosure or wall bracket. The tank shall be constructed of stainless steel. Tanks shall be available in two sizes; 1.5 gallon (5.7 L) and 3.0 gal (11.4 L). The tank shall have a working pressure of 110 psi (7.6 bar), a test pressure of 330 psi (22.8 bar), and a minimum burst pressure of 660 psi (45.5 bar). The tank shall include an adaptor/tube assembly containing a burst disc union.

Specifications (Continued)

2.2.4 Regulated Release Mechanism: The regulated release mechanism shall be a spring-loaded, mechanical/pneumatic type capable of providing the expellant gas supply to one or two agent tanks depending on the capacity of the gas cartridge used or three 3.0 gallon (11.4 L) agent storage tanks in certain applications. It shall contain a factory installed regulator deadset at 110 psi (7.6 bar) with an external relief of approximately 180 psi (12.4 bar).

It shall have the following actuation capabilities: automatic actuation by a fusible link detection system and remote manual actuation by a mechanical pull station.

The regulated release mechanism shall contain a release assembly, regulator, expellant gas hose, and agent storage tank housed in a stainless steel enclosure with cover. The enclosure shall contain knock-outs for 1/2 in. conduit. The cover shall contain an opening for a visual status indicator.

It shall be compatible with mechanical gas shut-off devices; or, when equipped with a field or factory-installed switch(es), it shall be compatible with electric gas line or appliance shut-off devices, or connections to a building fire alarm control panel.

2.2.5 Regulated Actuator Assembly: When more than two agent tanks or three agent tanks in certain applications are required, the regulated actuator shall be available to provide expellant gas for additional tanks. It shall be connected to the cartridge receiver outlet of the regulated release mechanism providing simultaneous agent discharge. The regulator shall be deadset at 110 psi (7.6 bar) with an external relief at approximately 180 psi (12.4 bar). The regulated actuator assembly shall contain an actuator, regulator, expellant gas hose, and agent tank housed in a stainless steel enclosure with cover. The enclosure shall contain knockouts to permit installation of the expellant gas line.

2.2.6 Discharge Nozzles: Each discharge nozzle shall be tested and listed with the R-102 system for a specific application. Nozzle tips shall be stamped with the flow number designation (1/2, 1, 2, or 3). Each nozzle shall have a metal or rubber blow-off cap to keep the nozzle tip orifice free of cooking grease build-up.

2.2.7 Distribution Piping: Distribution piping shall be Schedule 40 black iron, chrome-plated, or stainless steel conforming to ASTM A120, A53, or A106.

2.2.8 Detectors: The detectors shall be the fusible link style designed to separate at a specific temperature, or shall be electric thermal detectors designed to operate at a factory preset temperature.

2.2.9 Cartridges: The cartridge shall be a sealed steel pressure vessel containing either carbon dioxide or nitrogen gas. The cartridge seal shall be designed to be punctured by the releasing device supplying the required pressure to expel wet chemical agent from the storage tank.

2.2.10 Agent Distribution Hose: An optional agent distribution hose shall be available for kitchen appliances manufactured with or resting on casters (wheels/rollers). This shall allow the appliance to be moved for cleaning purposes without disconnecting the appliance fire suppression protection. Hose assembly shall include a restraining cable kit to limit the appliance movement within the range (length) of the flexible hose.

2.2.11 Flexible Conduit: The manufacturer supplying the Restaurant Fire Suppression System shall offer flexible conduit as an option to rigid EMT conduit for the installation of pull stations and/or mechanical gas valves. The flexible conduit shall be UL listed and include all approved components for proper installation.

2.2.12 Pull Station Assembly: The Fire Suppression System shall include a remote pull station for manual system actuation. The pull station shall be designed to include a built-in guard to protect the pull handle. The pull station shall also be designed with a pull handle to allow for three finger operation and shall be red in color for quick visibility.

3.0 IMPLEMENTATION

3.1 Installation

3.1.1 The R-102 fire suppression system shall be designed, installed, inspected, maintained, and recharged in accordance with the manufacturer's listed instruction manual.

3.2 Training

3.2.1 Training shall be conducted by representatives of the manufacturer.

Note: The converted values in this document are for dimensional reference only and do not reflect an actual measurement.

ANSUL, R-102, and the product names listed in this material are marks and/or registered marks. Unauthorized use is strictly prohibited.

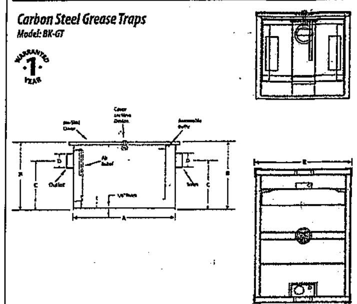
INTERIOR GREASE TRAP

BK RESOURCES

888-310-4393 • 120 Frontage Road, Altamont, IL 62411 • www.bk-resources.com

Carbon Steel Grease Traps
Model: BK-GT

Warranted 1 Year

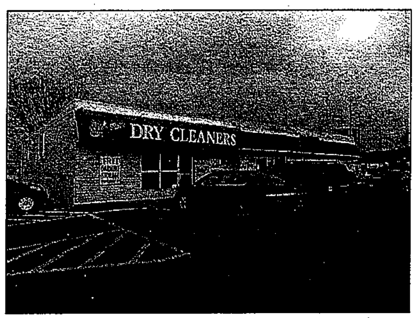


Product Specifications:
- Non-Skid Deck Plate
- Constructed of 11 ga. Carbon Steel w/ Corrosion Resistant Coating
- Removable Baffles for Ease of Maintenance
- Main Body of Grease Trap Suspended Above Floor to Avoid Corrosive Environment and Extend Life
- No Hub Connections
- T-Vent Provided
- Designed for removing and isolating F.O.G. (Fat, Oil, Grease) from wastewater wherever food is prepared

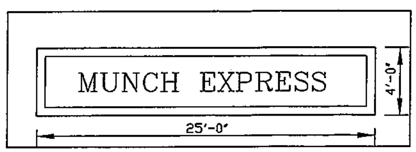
Certifications:

Product Detail:

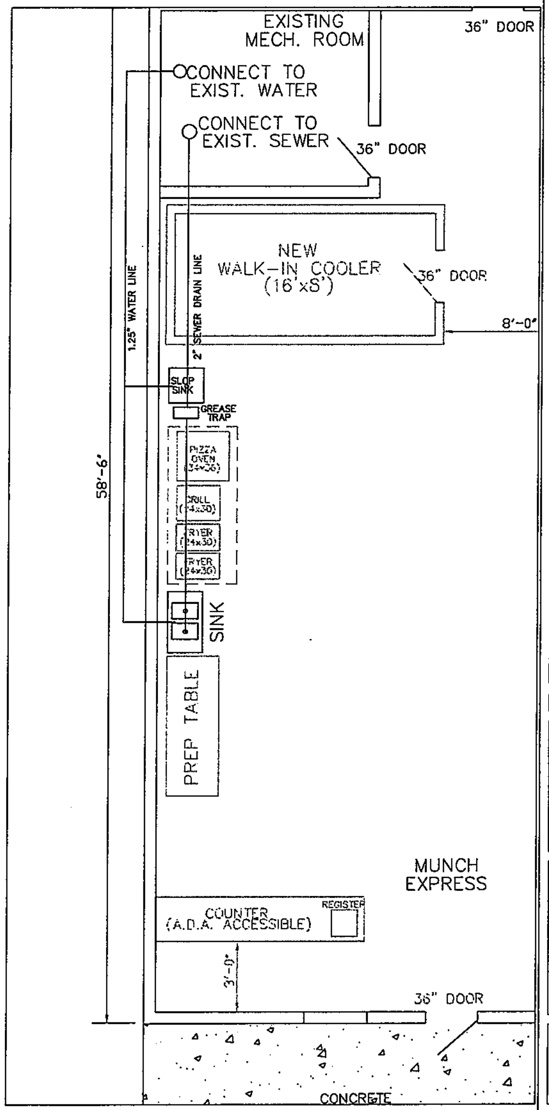
Model #	DIM. A	DIM. B	DIM. C	DIM. D	DIM. E
BK-GT-8	14[illegible]	11[illegible]	7[illegible]	2"	10[illegible]
BK-GT-14	16.1875"	12.125"	4.125"	2"	13.5"
BK-GT-20	20.125"	12"	8"	2"	14.25"
BK-GT-30	20.375"	13.75"	10.375"	2"	15.25"
BK-GT-40	22.5"	14.875"	11.5"	3"	16"
BK-GT-50	24.375"	16.5"	12"	3"	17.5"
BK-GT-70	28.5"	19"	14"	3"	18.125"
BK-GT-100	30.375"	21.5"	16.25"	4"	22.125"



NEW SIGN FOR MUNCH EXPRESS
WILL REPLACE EXISTING DRY CLEANERS SIGN.
THERE WILL BE NO CHANGE IN SIZE.



SIGN DETAIL
SCALE: NOT TO SCALE



KITCHEN PIPING PLAN
SCALE: 1/4"=1'-0"

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COPIES FROM THE ORIGINAL OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL OF THE STAMP OR EMBOSSED SEAL OF THE PROFESSIONAL ENGINEER/LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES.

STATE OF NEW YORK • JOSEPH A. MASTROIANNI • LICENSED PROFESSIONAL ENGINEER • 083888

MASTROIANNI ENGINEERING, PLLC
P.O. BOX 2572
LIVERPOOL, NEW YORK 13089
(315) 852-2000
(315) 278-0261 CELL

OWNER:
WYOMING-GIFFORD, LLC
2 FILASKY COURT
GLEN HEAD, NEW YORK 11545

APPROVALS

PROJECT NUMBER	DRAWN BY
19003	JAM

NO.	DATE	ISSUE
1	06/16/19	CITY COMMENTS

RELEASED BY	DATE
	02/25/19

MUNCH EXPRESS
302 GIFFORD ST.
SYRACUSE, NY
T.M.P. 100.-26-01.0

SITE INFORMATION
CITY OF SYRACUSE
ONONDAGA COUNTY
NEW YORK

SHEET TITLE
SPECIFICATONS & DETAILS

SHEET NUMBER
D-1

Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola
Zoning Administrator

January 2, 2020

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

Re: SP-19-12 Special Permit for a Restaurant on property situated at 308 Gifford Street, 515 and 517 Wyoming Street, and 620 South West Street, Rear

Dear Mr. Copanas;

On December 30, 2019, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

Three people spoke in favor of the proposal. Ten people spoke in opposition to the proposal.

The City Planning Commission granted seven waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, driveway location, driveway width, open area curb, sign, street line treatment, and arterial setback regulations.

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

Sincerely,

Heather A. Lamendola
Zoning Administrator

Ends: (6)

Owner: Wyoming-Gifford, LLC
2 Filarky Court
Glen Head, New York 11545

Applicant: Mahmoud Naji Mousa
102 Horace Drive
Syracuse, New York 13219

Office of Zoning Administration
201 E. Washington St.
Room 101
Syracuse, N.Y. 13202
Office 315 448 8640
zoning@syrgov.net

www.syrgov.net

General Ordinance No. 2020

ORDINANCE APPROVING A MODIFICATION TO A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY SITUATED AT 505 NORTH STATE STREET

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on December 9, 2019, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Tesfahiwot Okube, owner/applicant, for a modification of the floor plan and signage for a special permit to establish a restaurant on property situated at 505 North State Street, Syracuse, New York, pursuant to Part B, Section V, Article 1, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING IN PART A SPECIAL PERMIT MODIFICATION FOR A RESTAURANT ON PROPERTY SITUATED AT 505 NORTH STATE STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 9th day of December, 2019, adopt the following resolution:

WHEREAS, the applicant, Tesfahiwot Okube, is requesting to modify the floor plan and signage for a Special Permit for a Restaurant on property situated at 505 North State Street pursuant to Part B, Section V, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and

WHEREAS, the proposal necessitates a waiver from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the sign regulations; and

WHEREAS, the City Planning Commission held a Public Hearing on the request on December 9, 2019, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and

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

WHEREAS, the subject property is slightly irregular in shape with 25 feet of frontage on North State Street and a variable lot depth ranging from 76.99 feet to 79.13 feet; and

WHEREAS, the property lies within a Commercial, Class A zoning district, as do the adjacent and neighboring properties to the north and south; neighboring properties to the east lie within a Planned Institutional District zoning district; Interstate 81 lies to the west; and

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

WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Northside neighborhood, as Urban Core; and

WHEREAS, additional land uses on the site include one dwelling unit on the second floor; and

WHEREAS, the applicant did not identify the hours of operation; there will be a maximum of three employees on premises at one time; and

WHEREAS, the applicant is proposing to replace in kind an existing 40-square foot awning sign and maintain a 30-square foot (3'x5'), double-sided projecting sign; and

WHEREAS, the application included a floor plan (Sheet A-1) dated September 9, 2019, which illustrates a customer area of approximately 415 square feet; and

WHEREAS, the application included a street elevation (Sheet A-0) dated September 9, 2019, which illustrates the dimensions and locations for an existing awning sign to be replaced in kind and a 3'x5', double-sided projecting sign; and

WHEREAS, the proposal deviates from Part C, Section III, Article 1 and Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal requires 15 off-street parking spaces consisting of 14 spaces for the restaurant and one space for the second-floor apartment; the applicant is proposing zero off-street parking spaces; and

WHEREAS, the City Planning Commission approved a Special Permit for a Restaurant (SP-86-39) on September 3, 1986, which included one 15-square foot wall sign and a parking waiver of 19 off-street parking spaces; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, in that Special Permit uses are allowed one wall sign and one ground sign, neither to exceed 40 square feet; the applicant is requesting to replace in kind an existing 40-square foot awning sign and maintain a 30-square foot (3'x5'), double-sided projecting sign; and

WEHEREAS, the proposal was reviewed by the Onondaga County Planning Board pursuant to GML §239-l, m and n; and

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

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 9th day of December, 2019, APPROVE IN PART the application of Tesfahiwot Okube to modify the floor plan and signage for a Special Permit for a Restaurant on property situated at 505 North State Street pursuant to Part B, Section V, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

BE IT FURTHER RESOLVED that this Commission GRANTS IN PART the requested waiver from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the sign regulations to only allow the 40-square foot awning sign as identified in the preamble to this resolution;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;

2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;

3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:

- First Floor Plan (Sheet A-1); Ethioeritrea Restaurant, 505 North State Street; prepared by: Thomas J. DiTullio, Registered Architect; dated: 9/9/2019; scaled: ¼"=1'-0";
- Street Elevation (Sheet A-0); Ethioeritrea Restaurant, 505 North State Street; prepared by: Thomas J. DiTullio, Registered Architect; dated: 9/9/2019; scaled: as noted;

4. Signage for the proposal is limited to an existing 40-square foot awning sign, as noted in condition number three above;

5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

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

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

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

Steven W. Kulick, Chairperson
City Planning Commission

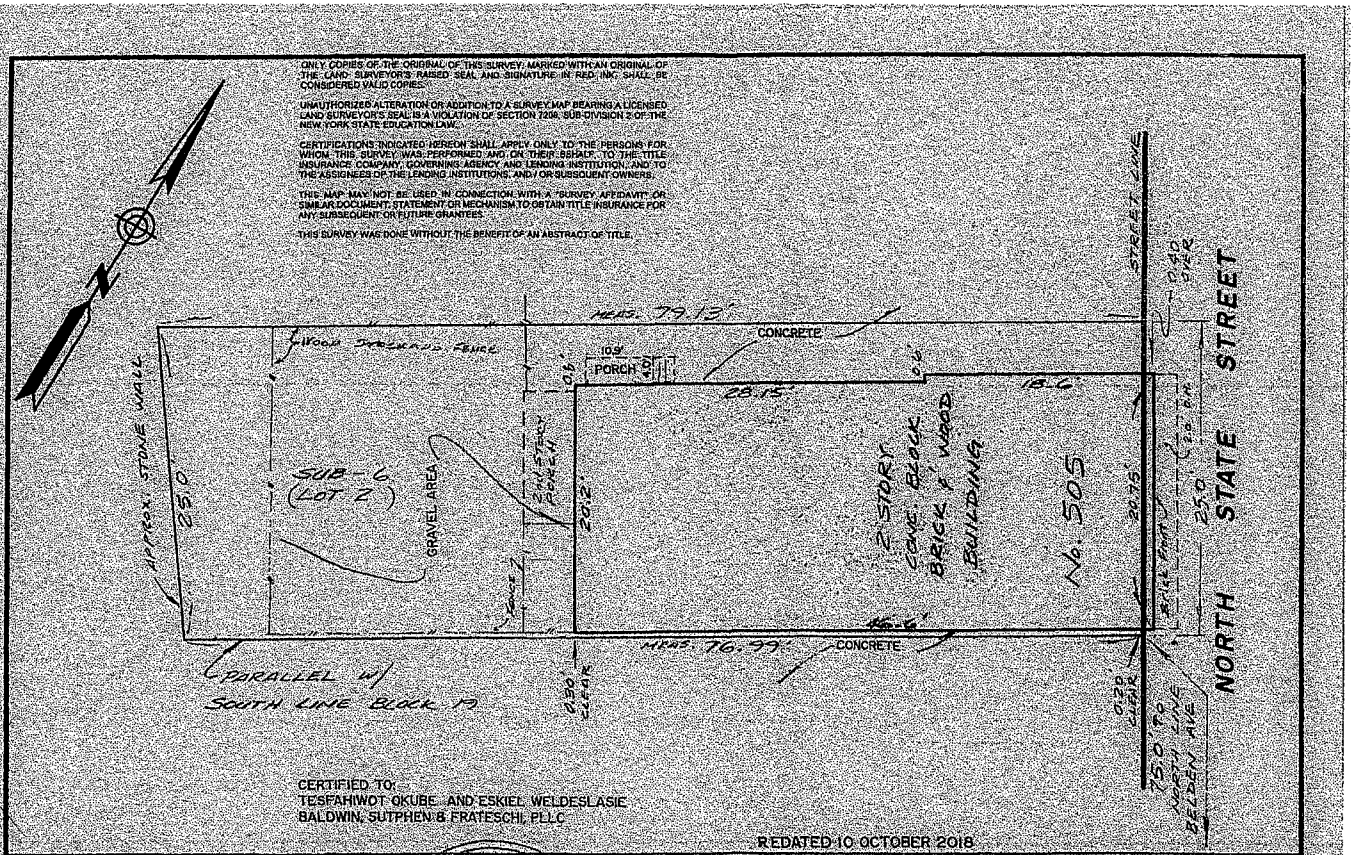
ONLY COPIES OF THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S RAISED SEAL AND SIGNATURE IN RED INK SHALL BE CONSIDERED VALID COPIES.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

CERTIFICATIONS INDICATED HEREON SHALL APPLY ONLY TO THE PERSONS FOR WHOM THIS SURVEY WAS PERFORMED AND ON THEIR BEHALF, TO THE TITLE INSURANCE COMPANY, GOVERNING AGENCY AND LENDING INSTITUTION, AND TO THE ASSIGNEES OF THE LENDING INSTITUTIONS, AND / OR SUBSEQUENT OWNERS.

THIS MAP MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT STATEMENT OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.



CERTIFIED TO:
TESFAHIWOT OKUBE AND ESKIEL WELDESLASIE
BALDWIN, SUTPHEN & FRATESCHI, PLLC

REDATED 10 OCTOBER 2018

LEHR
LAND SURVEYORS
LIVERPOOL, NEW YORK

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

LICENSED LAND SURVEYOR
DOUGLAS R. LEHR
NYSLS 49224

STATE OF NEW YORK
DOUGLAS R. LEHR
49224
LICENSED LAND SURVEYOR

Location survey on Sub 6-Lot #2, part of Block #19, City of Syracuse.

Known as No. 505 North State Street, City of Syracuse, County of Onondaga, N.Y.

DRAWN BY: TWW	SCALE: 1"=10'	DATE: 09 June 1986
REVISIONS: REDATED DEC. 21, 1989		DRAWING NO. 86-06-67*

REGISTERED ARCHITECT
THOMAS J. DITULLIO
No. 026861
STATE OF NEW YORK

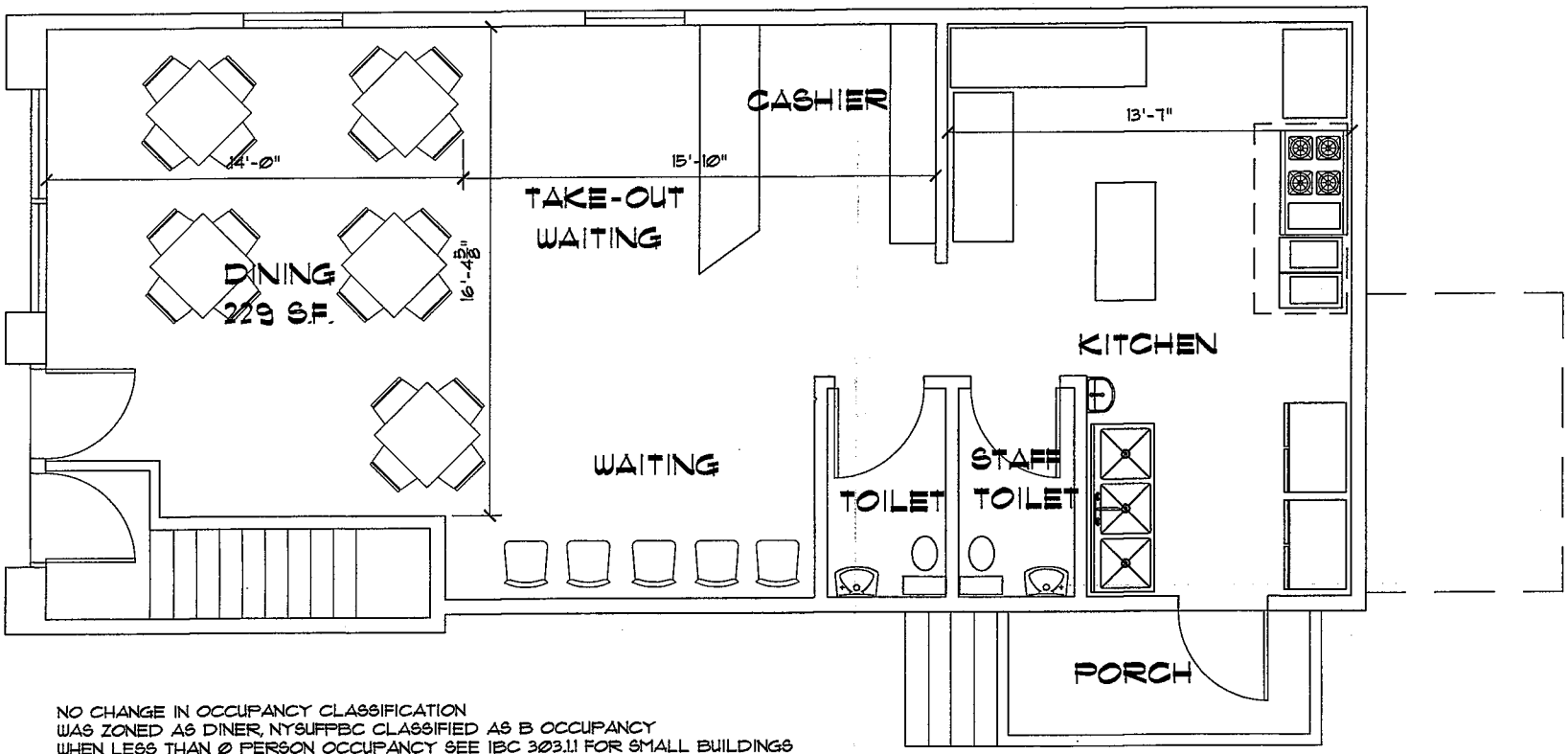
THOMAS J. DITULLIO
ARCHITECT
237 Whittier Ave. Syracuse N.Y. 13204
Phone 315-427-1637
Email: thomasjditullio@aol.com

COPY RIGHT PROTECTED ALL RIGHTS RESERVED BY THOMAS J DITULLIO R.A.

CHANGE OF OCCUPANCY
ETHIOPERITREA RESTAURANT
505 NORTH STATE STREET
SYRACUSE, NY

DRN BY: T DITULLIO
SCALE: AS NOTED
9/9/2019
REV.

S-1
JOB NO. 1918



NO CHANGE IN OCCUPANCY CLASSIFICATION
WAS ZONED AS DINER, NYSUFPBC CLASSIFIED AS B OCCUPANCY
WHEN LESS THAN 0 PERSON OCCUPANCY SEE IBC 303.1.1 FOR SMALL BUILDINGS
SMOKE, FIRE DETECTION SYSTEMS WERE COMPLIANT WHEN LAST INSPECTED.
SEE IEBC 1001.2.1 WHEN WORK DOES NOT CHANGE USE IN CLASSIFICATION
OR ANOTHER GROUP. NO WOEK PERFORMED OTHER THAN CLEANING PAINTING
AND SIGN CANOPY CHANGE. USE REMAINS THE SAME.

FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

REGISTERED ARCHITECT
THOMAS J. DITULLIO
NO. 028661
STATE OF NEW YORK

THOMAS J. DITULLIO
ARCHITECT
237 Whittier Ave. Syracuse N.Y. 13204
Phone 315-427-1637
Email: thomasjditullio@aol.com
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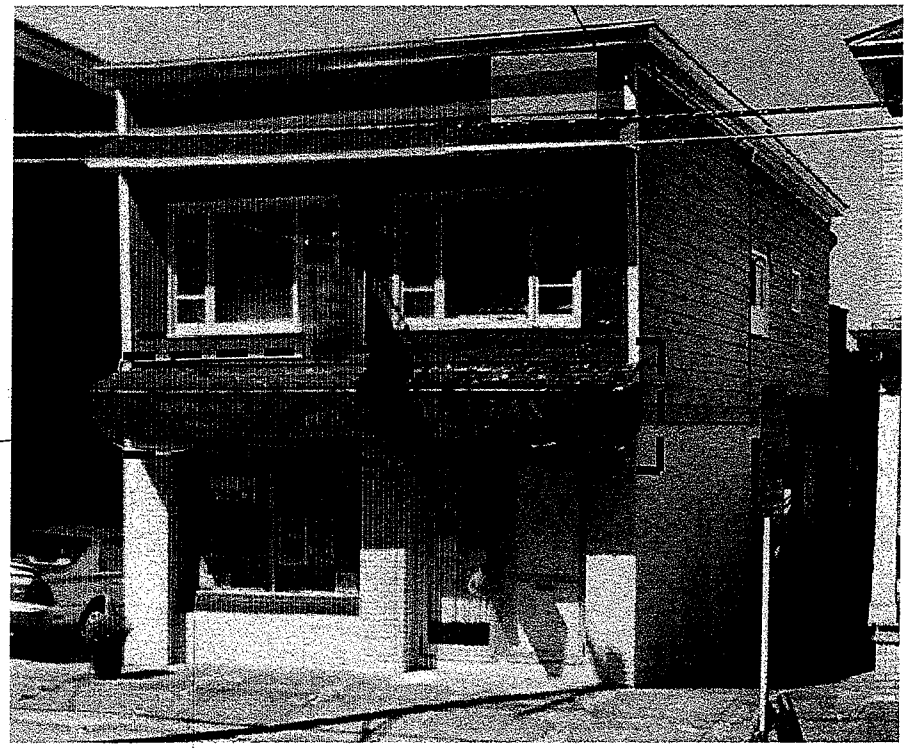
CHANGE OF OCCUPANCY
ETHIOPERITREA RESTAURANT
505 NORTH STATE STREET
SYRACUSE, NY

DRN BY:
T DITULLIO
SCALE:
AS NOTED
9/9/2019
REV.

A-1

JOB NO.
1918

REPLACE SIGN
IN-KIND



STREET ELEVATION

SCALE: NTS

VOID

~~ETHIOERITREA~~
~~RESTAURANT~~
~~315-XXX-XXXX~~

3"X5' D/F SIGN
ALUMALITE

ETHIOERITREA RESTAURANT

BURGANDY COLORED

CANVAS VALANCE
20"H X 289"W

NEW SIGN

SCALE: NTS

REGISTERED ARCHITECT
THOMAS J. DITULLIO
NO. 028861
STATE OF NEW YORK

THOMAS J. DITULLIO
ARCHITECT
237 Whittier Ave. Syracuse N.Y. 13204
Phone 315-427-1637
Email: thomasjditullio@aol.com

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CHANGE OF OCCUPANCY
ETHIOERITREA RESTAURANT
505 NORTH STATE STREET
SYRACUSE, NY

DRN BY:
T DITULLIO
SCALE:
AS NOTED

9/9/2019

REV.

A-0

JOB NO.
1918

12

Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola
Zoning Administrator

December 10, 2019

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

Re: SP-86-39M1 Special Permit Modification for a Restaurant on property situated at 505 North State Street

Dear Mr. Copanas;

On December 9, 2019, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

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

The City Planning Commission granted one waiver from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the sign regulations.

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

Sincerely,

Heather A. Lamendola
Zoning Administrator

Ends: (6)

Owner/Applicant: Tesfahiwot Okube
1610 Lodi Street, Apt 2
Syracuse, New York 13208

Office of Zoning Administration
201 E. Washington St.
Room 101
Syracuse, N.Y. 13202
Office 315 448 8640
zoning@syrgov.net

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING THE CITY TO ADOPT A NEGATIVE DECLARATION PURSUANT TO SEQRA FOR MEACHEM PARK IMPROVEMENTS ALONG ONONDAGA CREEK

WHEREAS, the City of Syracuse, Division of Planning (the "DOP") intends to make improvements to Meachem Park along Onondaga Creek (the "Project"); and

WHEREAS, the aforementioned improvements shall consist of a pavilion and an overlook and trail along Onondaga Creek, which will provide a pedestrian connection with Seneca Turnpike and connecting neighborhoods; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the City of Syracuse (the "City") desires to comply with the SEQR Act and the Regulations with respect to the Project; and

WHEREAS, in furtherance of this objective, the DOP prepared a Full Environmental Assessment Form ("FEAF") for the Project (a copy of the FEAF is attached hereto as Appendix "A"); and

WHEREAS, the City has determined to conduct an uncoordinated review of the Project, and therefore, will proceed as if it were the only "involved agency" (as the quoted term is defined in the Regulations); and

WHEREAS, pursuant to the Regulations, the City has considered the significance of the potential environmental impacts of the Project by (a) using the criteria specified in Section 617.7

of the Regulations, and (b) examining the FEAF for the Project, together with other available supporting information, to identify the relevant areas of environmental concern, and (c) thoroughly analyzing the identified areas of relevant environmental concern; NOW, THEREFORE,

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

Based upon an examination of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the City's knowledge of the area surrounding the Project and such further investigation of the Project and its potential environmental impact as the City has deemed appropriate, the City makes the following findings and determinations:

1. The Project is described on Appendix "A"; and

2. The Project constitutes a "Type I Action" (as the quoted term is defined in the Regulations); and

3. No significant adverse environmental impacts are noted in the FEAF for the Project and none are known to the City. Therefore, the City hereby determines that the Project will not have a significant adverse environmental impact, and the City will not require the preparation of an environmental impact statement with respect to the Project; and

BE IT FURTHER ORDAINED, that as a consequence of such determination and in compliance with the requirements of the SEQR Act and the Regulations, the City directs the Assistant Director of Planning to prepare and file a Negative Declaration; and

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

Appendix "A"

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Seneca Turnpike Creek Access Project		
Project Location (describe, and attach a general location map): The project is to be located in the northwest corner of Meachem Field, adjacent to the Seneca Turnpike and Onondaga Creek, in the City of Syracuse.		
Brief Description of Proposed Action (include purpose or need): The City will construct a pavilion, overlook and trail along Onondaga Creek, from Meachem Field, in order to provide a connection with Seneca Turnpike and adjacent neighborhoods. Access, via new walkways, will be provided from the existing Meachem Field parking lot and sidewalks along Seneca Turnpike. Improvements will include a new pavilion, patio area, a deck overlooking the Creek, and a grass walkway and landing along the east bank of the Creek. Additional amenities being proposed include pedestrian oriented lighting, benches, fencing, trash receptacle, bike rack, and landscaping. These improvements will require the removal of select trees. Funding for this project has been provided by the NYS DOS Local Waterfront Revitalization Program in order to provide access to the Creek, as identified in the Syracuse's 2013 Revitalization Strategy for Onondaga Creek.		
Name of Applicant/Sponsor: Owen Kerney, Assistant Director for City Planning, City of Syracuse	Telephone: 315-448-8110 E-Mail: okerney@syrgov.net	
Address: 201 East Washington Street		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): John Guariglia	Telephone: 315-288-4286 x 3302 E-Mail: jguariglia@saratogaassociates.com	
Address: 109 South Warren Street, Suite 405		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	NYS SEQR review and determination	January 2020
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☐Yes☐No		
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYS DEC Article 16	October 29, 2019
h. Federal agencies ☑Yes☐No	ACOE Section 408	October 29, 2019

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

City of Syracuse Onondaga Creek Waterfront Revitalization Strategy

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RA-1: Residential, Class A-1

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? City of Syracuse

b. What police or other public protection forces serve the project site?
City of Syracuse Police, Onondaga Sheriff, and NYS Police.

c. Which fire protection and emergency medical services serve the project site?
City of Syracuse Fire and other EMT services

d. What parks serve the project site?
The project is located within Meachem Field, a City owned Park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Passive recreation

b. a. Total acreage of the site of the proposed action? 53.8 acres
b. Total acreage to be physically disturbed? 0.59 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 53.8 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 5 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1 pavilion
ii. Dimensions (in feet) of largest proposed structure: 16 height; 20 width; and 24 length
iii. Approximate extent of building space to be heated or cooled: 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Yes, project will create pedestrian trail connection adjacent to Onondaga Creek for viewing the Creek.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Proposed work will not affect the Creek but will provide turf trail adjacent to Creek from pavilion area at top of bank. Extent of trail adjacent to Creek approximately 50 feet. No structures proposed along Creek or Creek bank.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8 am to 5 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Dusk to dawn 7 days a week
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Project includes pedestrian scale light poles to be located along new walkways (12' high, single fixture) and fixtures to be mounted on the pavilion and/or existing restroom building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☑ Aquatic ☑ Other (specify): Recreation

ii. If mix of uses, generally describe:

The project site is an active recreation park that includes a creek with residential uses to the west, a school to the south, a library and residences to the east, and a mix of commercial, residential, civic, educational, and religious uses to the north along Seneca Turnpike.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	7.83	8.03	+0.20
• Forested	12.71	12.68	-0.03
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	2.54	2.54	0
• Wetlands (freshwater or tidal)	3.88 (within forested area)	3.88	0
• Non-vegetated (bare rock, earth or fill)	1.25	1.25	0
• Other Describe: Maintained Lawn and Recreation Fields	29.47	29.3	-.17

c. Is the project site presently used by members of the community for public recreation? ☑ Yes ☐ No

i. If Yes: explain: The proposed project is located in the northwest corner of Meachem Park.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Faith Heritage School, Clary Middle School, ELMS School Cecile, Community Center, Valley Vista Apartments, and Loretto Community Residences.

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Over 80" per USDA S feet Over 80" per USDA Soil Report

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Hamlin silt loam, high bottom	63.2 %
Palmyra gravelly loam, 3-8% slope	32.1 %
Water	4.6 %

d. What is the average depth to the water table on the project site? Average: 5.25 feet average based on USDA Soil Report

e. Drainage status of project site soils:
☑ Well Drained: 100 % of site
☐ Moderately Well Drained: ____ % of site
☐ Poorly Drained ____ % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 74 % of site
☑ 10-15%: 5 % of site
☑ 15% or greater: 21 % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Onondaga Creek (adjacent to project) Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☑Yes ☐No

j. Is the project site in the 100-year Floodplain? ☑Yes ☐No

k. Is the project site in the 500-year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
None of significance identified

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑Yes ☐No
If yes, give a brief description of how the proposed action may affect that use:
Other portions of Onondaga Creek are used for fishing, but fishing is infrequent at the project location.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? All soils
ii. Source(s) of soil rating(s): USDA Soil survey classifies soils present (Hc and PgB) as "all areas are prime farmland"

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Within Meachem Field; within 5 mi of Rand Tract, Conifer, Kirk, Clark Reservation, Burnet, Schiller, and Lincoln Parks

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State park (Clark Reservation) and local parks

iii. Distance between project and resource: 0,.5,.85,1.8,2.3,3.2, 3.9,4.4 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

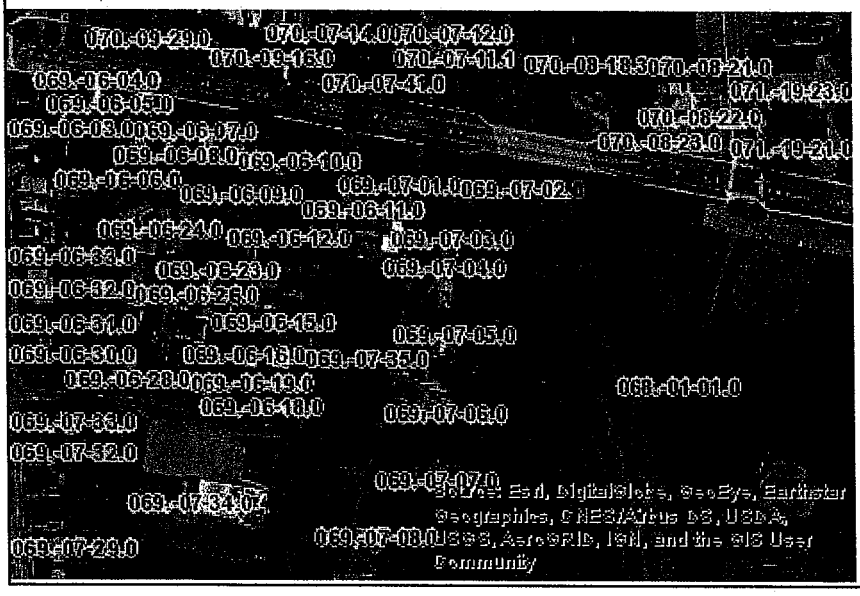
Applicant/Sponsor Name Owen Kerney Date December 13, 2019

Signature _____ Title Asst. Director, Syracuse City Planning

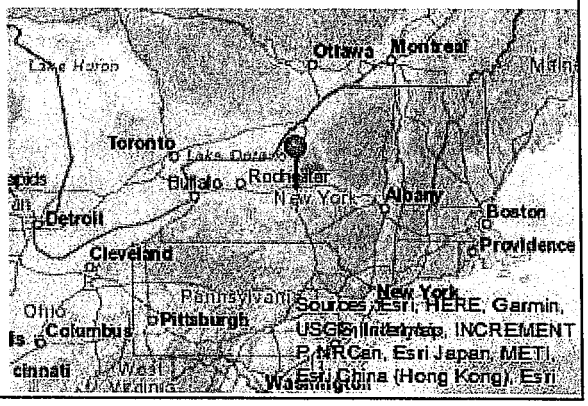
PRINT FORM

EAF Mapper Summary Report

Thursday, October 17, 2019 2:02 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No

E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

13

DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney
Assistant Director

December 13, 2019

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

Re: A Request for Legislation Authorizing a Negative Declaration Relative to the City's New York State Environmental Quality Review (SEQR) for a Project in Meachem Park, along Onondaga Creek

Dear Mr. Copanas:

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

That the Common Council make a determination that a project proposed by the City Planning Division in Meachem Park to construct a pavilion, overlook and trail along Onondaga Creek, which will provide a connection with Seneca Turnpike and adjacent neighborhoods, will not have an adverse effect on the environment pursuant to the New York State Environmental Quality Review (SEQR) Regulations, Environmental Conservation Law 617.7 a-c.

I have prepared and attached the applicable SEQR Environmental Assessment Form for the Common Council's review and consideration. Based upon the attachment, I recommend making a negative declaration for this project.

Sincerely,

Owen Kerney,
Assistant Director

Division of City Planning
201 E. Washington St.
City Hall Commons,
Room 512
Syracuse, N.Y. 13202

Office 315 448 8160

www.syrgov.net

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Seneca Turnpike Creek Access Project		
Project Location (describe, and attach a general location map): The project is to be located in the northwest corner of Meachem Field, adjacent to the Seneca Turnpike and Onondaga Creek, in the City of Syracuse.		
Brief Description of Proposed Action (include purpose or need): The City will construct a pavilion, overlook and trail along Onondaga Creek, from Meachem Field, in order to provide a connection with Seneca Turnpike and adjacent neighborhoods. Access, via new walkways, will be provided from the existing Meachem Field parking lot and sidewalks along Seneca Turnpike. Improvements will include a new pavilion, patio area, a deck overlooking the Creek, and a grass walkway and landing along the east bank of the Creek. Additional amenities being proposed include pedestrian oriented lighting, benches, fencing, trash receptacle, bike rack, and landscaping. These improvements will require the removal of select trees. Funding for this project has been provided by the NYS DOS Local Waterfront Revitalization Program in order to provide access to the Creek, as identified in the Syracuse's 2013 Revitalization Strategy for Onondaga Creek.		
Name of Applicant/Sponsor: Owen Kerney, Assistant Director for City Planning, City of Syracuse	Telephone: 315-448-8110 E-Mail: okerney@syrgov.net	
Address: 201 East Washington Street		
City/PO: Syracuse	State: New York	Zip Code: 13202
Project Contact (if not same as sponsor; give name and title/role): John Guariglia	Telephone: 315-288-4286 x 3302 E-Mail: jguariglia@saratogaassociates.com	
Address: 109 South Warren Street, Suite 405		
City/PO: Syracuse	State: New York	Zip Code: 13202
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	NYS SEQR review and determination	January 2020
b. City, Town or Village Planning Board or Commission ☐Yes☐No		
c. City, Town or Village Zoning Board of Appeals ☐Yes☐No		
d. Other local agencies ☐Yes☐No		
e. County agencies ☐Yes☐No		
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYS DEC Article 16	October 29, 2019
h. Federal agencies ☑Yes☐No	ACOE Section 408	October 29, 2019

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

City of Syracuse Onondaga Creek Waterfront Revitalization Strategy

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
RA-1: Residential, Class A-1

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? City of Syracuse

b. What police or other public protection forces serve the project site?
City of Syracuse Police, Onondaga Sheriff, and NYS Police.

c. Which fire protection and emergency medical services serve the project site?
City of Syracuse Fire and other EMT services

d. What parks serve the project site?
The project is located within Meachem Field, a City owned Park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Passive recreation

b. a. Total acreage of the site of the proposed action? 53.8 acres
b. Total acreage to be physically disturbed? 0.59 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 53.8 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 5 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1 pavilion
ii. Dimensions (in feet) of largest proposed structure: 16 height; 20 width; and 24 length
iii. Approximate extent of building space to be heated or cooled: 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Yes, project will create pedestrian trail connection adjacent to Onondaga Creek for viewing the Creek.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
Proposed work will not affect the Creek but will provide turf trail adjacent to Creek from pavilion area at top of bank. Extent of trail adjacent to Creek approximately 50 feet. No structures proposed along Creek or Creek bank.

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8 am to 5 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Dusk to dawn 7 days a week
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☑No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe:

n. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Project includes pedestrian scale light poles to be located along new walkways (12' high, single fixture) and fixtures to be mounted on the pavilion and/or existing restroom building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☑No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☑ Aquatic ☑ Other (specify): Recreation

ii. If mix of uses, generally describe:

The project site is an active recreation park that includes a creek with residential uses to the west, a school to the south, a library and residences to the east, and a mix of commercial, residential, civic, educational, and religious uses to the north along Seneca Turnpike.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	7.83	8.03	+0.20
• Forested	12.71	12.68	-0.03
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	2.54	2.54	0
• Wetlands (freshwater or tidal)	3.88 (within forested area)	3.88	0
• Non-vegetated (bare rock, earth or fill)	1.25	1.25	0
• Other Describe: Maintained Lawn and Recreation Fields	29.47	29.3	-.17

c. Is the project site presently used by members of the community for public recreation? ☑ Yes ☐ No

i. If Yes: explain: The proposed project is located in the northwest corner of Meachem Park.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Faith Heritage School, Clary Middle School, ELMS School Cecile, Community Center, Valley Vista Apartments, and Loretto Community Residences.

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Over 80" per USDA S feet Over 80" per USDA Soil Report

b. Are there bedrock outcroppings on the project site? ☐Yes☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Hamlin silt loam, high bottom	63.2 %
Palmyra gravelly loam, 3-8% slope	32.1 %
Water	4.6 %

d. What is the average depth to the water table on the project site? Average: 5.25 feet average based on USDA Soil Report

e. Drainage status of project site soils:
☑ Well Drained: 100 % of site
☐ Moderately Well Drained: ____% of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 74 % of site
☑ 10-15%: 5 % of site
☑ 15% or greater: 21 % of site

g. Are there any unique geologic features on the project site? ☐Yes☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Onondaga Creek (adjacent to project) Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☑Yes☐No

j. Is the project site in the 100-year Floodplain? ☑Yes☐No

k. Is the project site in the 500-year Floodplain? ☑Yes☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:
None of significance identified

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑Yes ☐No
If yes, give a brief description of how the proposed action may affect that use:
Other portions of Onondaga Creek are used for fishing, but fishing is infrequent at the project location.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? All soils
ii. Source(s) of soil rating(s): USDA Soil survey classifies soils present (Hc and PgB) as "all areas are prime farmland"

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Within Meachem Field; within 5 mi of Rand Tract, Conifer, Kirk, Clark Reservation, Burnet, Schiller, and Lincoln Parks

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State park (Clark Reservation) and local parks

iii. Distance between project and resource: 0,.5,.85,1.8,2.3,3.2, 3.9,4.4 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Owen Kerney Date December 13, 2019

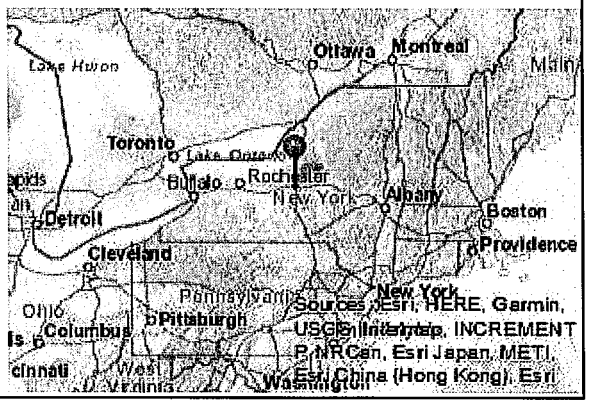
Signature _____ Title Asst. Director, Syracuse City Planning

PRINT FORM

EAF Mapper Summary Report

Thursday, October 17, 2019 2:02 PM

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No

E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 959-2017 AUTHORIZING CONTRACT WITH SIERRA-CEDAR RELATIVE TO PROVIDING HYPERION CONSULTING SERVICES

BE IT ORDAINED, that Ordinance No. 959-2017 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Sierra-Cedar, under the following terms:

(1) Sierra-Cedar shall provide all required Hyperion consulting services for the Bureau of Information Technology relative to the upgrade of the Hyperion budgeting software to 11.1.2.4;

(2) The term of this contract shall be for twelve (12) months to commence upon execution; the contract is hereby extended until June 30, 2020.

(3) The City shall pay to Sierra-Cedar an amount not to exceed $35,000.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Information Technology's Operating Account #01.16800.541500 or another appropriate account as designated by the Commissioner of Finance.

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Office of Information Technology

CITY OF SYRACUSE, MAYOR BEN WALSH

David Prowak
Director

December 27, 2019

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

RE: **Amend Ordinance 2017-959 with Sierra-Cedar**

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next regularly scheduled Common Council meeting to amend the current agreement with Sierra-Cedar for Hyperion consulting services.

The amendment is needed to extend the period of the contract until June 30, 2020. This is the only change being requested, none of the other terms and conditions are being changed.

If you have any questions or concerns, please contact our office.

Sincerely,

David Prowak
Director of Information Technology

Office of Information Technology
233 E Washington St
Room 423
Syracuse, N.Y. 13202

Office 315 448-8431

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Mary E. Vossler, Director of Management & Budget
DATE: December 31, 2019
SUBJECT: Amend Ordinance – Sierra-Cedar

On behalf of the Bureau of Information Technology, I am requesting the City of Syracuse amend ordinance #959-2017 with Sierra- Cedar to provide Hyperion consulting services.

The amendment is needed to extend the period of the contract until June 30, 2020.

Please indicate your concurrence with **Sierra-Cedar** 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

01/02/19
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

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Ordinance No. 2020

ORDINANCE AUTHORIZING CONTRACT WITH HAMER ENTERPRISES FOR SERVICES RELATIVE TO INTERNET PROCESSING SERVICES FOR PROPERTY TAX PAYMENTS THROUGH THE IMPLEMENTATION OF EZ-NETPAY SOFTWARE

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

WHEREAS, the Mayor has waived the Request for Proposal process and approved the retention of Hamer Enterprises, under the following terms:

(1) Hamer Enterprises shall provide professional services relative to the internet processing of property tax payments through the implementation of EZ-NETPAY software.

(2) There will be no cost to the City for the eTax software for property taxes or for the EZ-NETPAY online tax payment services that will be provided under this agreement.

(3) The Agreement shall be for a one (1) year period with terms and conditions subject to review and approval by the Corporation Counsel.

NOW, THEREFORE,

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

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BUREAU OF TREASURY

A DIVISION OF THE DEPARTMENT OF FINANCE
CITY OF SYRACUSE, MAYOR BEN WALSH

David DelVecchio, CPA
Commissioner of Finance

Martha A. Maywalt
First Deputy
Commissioner

Bradley O'Connor, CPA
Deputy Commissioner of
Finance

December 30, 2019

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

Re: Request for Legislation: Agreement with Hamer Enterprises

Dear Mr. Copanas:

On behalf of the Department of Finance, please prepare legislation to be introduced at the next Common Council meeting to enter into an agreement with Hamer Enterprises without advertising or competitive bidding, for implementation of EZ-NETPAY, internet processing professional services. This agreement is for internet payment processing services for property taxes.

- This software is proprietary and integrates with eTax software, also from Hamer Enterprises, which the City will begin using on January 1, 2020.
- This agreement can be terminated at any time, for any reason.

There is no charge to the City for the eTax software for property taxes, or for the EZ-NETPAY online tax payment service.

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

Sincerely,

Martha Maywalt
First Deputy Commissioner of Finance

Cc: David DelVecchio, CPA
Commissioner of Finance

Bureau of Treasury
233 E. Washington St
City Hall, Room 122
Syracuse, N.Y. 13202

Office 315 448 8310
Fax 315 471 6024

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Waiver of RFP Process and Agreement – Hamer Enterprises

The Bureau of Treasury, a division of the Department of Finance, is requesting a waiver of the RFP process to enter into an agreement with **Hamer Enterprises** for implementation of EZ-NETPAY, internet processing professional services. This agreement is for internet payment processing services for property taxes.

- This software is proprietary and integrates with eTax software, also from Hamer Enterprises, which the City will begin using on January 1, 2020.
- This agreement can be terminated at any time, for any reason.

There is no charge to the City for the eTax software for property taxes, or for the EZ-NETPAY online tax payment services.

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

01/02/19
Date

/tm

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING AGREEMENT WITH THE ONONDAGA COUNTY RESOURCE RECOVERY AGENCY (OCRRA) FOR USE OF OCRRA'S SOLID WASTE DISPOSAL SYSTEM

WHEREAS, the City and Onondaga County entered into an Intermunicipal Agreement to create the Onondaga County Resource Recovery Agency (OCRRA); and

WHEREAS, OCRRA was subsequently created by New York State to dispose of solid waste in Onondaga County; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the Onondaga County Resource Recovery Agency (OCRRA) for use of OCRRA's solid waste disposal system; and

BE IT FURTHER ORDAINED, that said agreement shall be for a period of one year commencing January 1, 2020 and continuing through December 31, 2020; and

BE IT FURTHER ORDAINED, that pursuant to said agreement, the City shall pay the tipping fees set forth below to be charged to Account #01.71900.415:

Year	Gross Tipping Fee	Prompt Payment Credit	Net Tipping Fee
2020	$95.00/T	$4.00/T	$91.00/T; and

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

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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

December 11, 2019

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

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the next Common Council Meeting to authorize the City of Syracuse to enter into an agreement with OCRRA for use of OCRRA's Solid Waste Management System (Hauler Agreement). This Hauler Agreement would be for a one year period commencing January 1, 2020 through December 31, 2020. The tipping fee for use of the system is $95.00 per ton with an incentive available of $4.00 per ton credit offered for prompt payment, making the net amount $91.00 per ton, incentive included.

Sincerely,

Ann Fordock
Deputy Commissioner

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

Office 315 448-2489
Fax 315 448-8531

www.syrgov.net

Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget MEV
DATE: December 17, 2019
SUBJECT: Mayoral Approval for an Agreement between OCRRA and the City of Syracuse for the use of OCRRA's Solid Waste Management System (Hauler Agreement)

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with OCRRA for the use of the OCRRA's Solid Waste Management System (Hauler Agreement).

- The term of this agreement will be for one (1) year beginning January 1, 2020 through December 31, 2020.
- The tipping fee for use of the system is $95.00 per ton with an incentive available of $4.00 per ton credit offered for prompt payment, making a net amount of $91.00 per ton, incentive included.

If you agree to enter into an agreement with **OCCRA,** please indicate so 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

12/18/19
Date

/tm
cc: Jeremy Robinson Commissioner of DPW

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

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

December 11, 2018

Mary E. Vossler
Director of Management and Budget
City Hall Room 213
Syracuse, NY 13203

Re: **Mayoral Approval for an Agreement between OCRRA and the City of Syracuse for the use if OCRRA's Solid Waste Management System (Hauler Agreement)**

Dear Ms. Vossler,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with OCRRA for the use of OCRRA's Solid Waste Management System (haulers Agreement).

- The term of this agreement shall be for one (1) year commencing on January1, 2020 and shall terminate on December 31, 2020.
- The tipping fee for use of the system is $95.00 per ton with an incentive available of $4.00 per ton credit offered for prompt payment, making a net amount of $91.00 per ton, incentive included.

Upon Mayoral approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

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

Approved: MEW Denied:_____

Date: 12/17/19

Very truly yours,

Ann Fordock
Deputy 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.syrgov.net

AGREEMENT FOR USE OF OCRRA SOLID WASTE MANAGEMENT SYSTEM

This one (1) year **HAULER-OCRRA AGREEMENT** dated as of _____, between the Onondaga County Resource Recovery Agency ("**OCRRA**" or "**AGENCY**"), a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 100 Elwood Davis Road, North Syracuse, New York, 13212, and, ("**HAULER**") CITY OF SYRACUSE having its principal offices at PO BOX SYGOV0000015548., SYRACUSE NY 13210;

WITNESSETH:

WHEREAS, the **AGENCY** has implemented an integrated system for the management of Solid Waste generated within Onondaga County known as the Onondaga County Solid Waste Management System; and

WHEREAS, the **AGENCY** has made available for use by Agency Permitted Solid Waste Haulers, such as **HAULER** herein, its Onondaga County Solid Waste Management System Facilities, including its Waste-to-Energy Facility ("WTE Facility"), Construction Debris Processing Facility, Yard Waste Compost Sites and Transfer Facilities; and

WHEREAS, the **AGENCY** and the Onondaga County Solid Waste Management System have been established to meet the State and County Solid Waste Management Plans and operate to meet the goals and standards set forth in those plans; and

WHEREAS, the **AGENCY** and the Onondaga County Solid Waste Management System meet the disposal priorities set forth in Environmental Conservation Law §27-0106; and

WHEREAS, the Onondaga County Solid Waste Management System provides substantial and unique benefits to Agency Permitted Solid Waste Haulers, including disposal of various categories of Solid Waste collected from Waste Generators, subsidization for recycling activities conducted by **HAULERS**, incentives for waste reduction, Household Hazardous Waste disposal, recycling education, Yard and Garden and Food Waste Composting Facilities, a Construction/Demolition Debris Processing Facility and other benefits, all in a manner that protects public health and promotes sound environmental protection; and

WHEREAS, the **AGENCY** is an integral part of efforts by Onondaga County and local Municipalities to meet federal and state environmental standards as well as an integral component in local municipal efforts to prevent harm to the environment and reduce potential exposure to CERCLA liability and other costly consequences which can arise from improper waste disposal practices; and

WHEREAS, the **AGENCY** has also made available for use by Agency Permitted Haulers, a designated Material Recovery Facility ("MRF") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from such Agency

Permitted Haulers at no charge to the Agency Permitted Haulers, provided that (a) the County Designated Curbside Recyclables originated by households and Participating Municipalities in Onondaga County; (b) the said **HAULER** has committed to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect); and

WHEREAS, the DESIGNATED MRF CONTRACTOR has agreed that it will not treat any Agency Permitted Hauler which is an Affiliate of the DESIGNATED MRF CONTRACTOR in any way which would provide such Affiliate a material advantage over any other Agency Permitted Hauler with respect to the delivery of Onondaga County Recyclables collected in the Curbside Program, where an Affiliate is defined as an entity controlled by such DESIGNATED MRF CONTRACTOR or under common control with such DESIGNATED MRF CONTRACTOR; and

WHEREAS, the **HAULER** desires guaranteed disposal capacity for only Acceptable Solid Waste as defined in this Agreement at the Onondaga County Solid Waste Management System Facilities and access to and the use of an Agency-contracted MRF and is willing to abide by the Agency Operating By-Laws (See Attachment 4, the Stipulated Contractual Damages for failure to comply with this contract and the Operating By-Laws incorporated herein by reference) for use of the Onondaga County Solid Waste Management System Facilities and to commit to bring all of the Acceptable Solid Waste it collects in the Participating Municipalities of Onondaga County to the Onondaga County Solid Waste Management System Facilities; and

WHEREAS, the parties desire to set forth their respective rights and obligations regarding the use of Onondaga County Solid Waste Management System Facilities in this Agreement;

NOW THEREFORE, in accordance with the mutual considerations set forth above and herein, the parties hereto agree as follows:

1. This Agreement is made pursuant to Public Authorities Law Sections 2045-e(8) and 2045-e(9).

2. Terms used herein have the meaning set forth in Attachment 1 titled "Definitions" which is incorporated herein by reference.

3. The **AGENCY** agrees to provide, operate and make available for use by **HAULER** the "Onondaga County Solid Waste Management System Facilities" described in Attachment 2 which is incorporated herein by reference.

4. The **AGENCY** agrees to make reduction, re-use and recycling a top management priority and to continue to recover all items which can reasonably and feasibly be recycled. (See Attachment 3 for a list of County Designated Recyclables which attachment is incorporated herein by reference).

5a. During the term of this Agreement, **HAULER** agrees to bring or cause to be brought

to the Agency Facilities listed in Attachment 2 all Acceptable Solid Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County (See Attachment 6 incorporated herein by reference) which is collected or transported by **HAULER**, and to pay **AGENCY** the then current Tipping Fee set forth in paragraph 7 below for disposal of such Acceptable Solid Waste. This delivery obligation does not cover Recyclables, Construction Debris, Demolition Debris, White Goods, Unacceptable System Wastes, tires, treated wood and Food Waste where the latter is recycled through a permitted Food Waste composting facility.

5b. During the term of this Agreement, **HAULER** agrees that it will bring or cause to be brought all Food Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County which is collected or transported by **HAULER** either to the Agency Amboy Food Waste composting facility or, in the alternative, to an Agency-approved Food Waste processing facility.

6a. The **AGENCY** agrees to accept, at the Onondaga County Solid Waste Management System Facilities listed in Attachment 2, all Acceptable Solid Waste delivered to it by **HAULER**. **AGENCY** shall have the right to reject non-complying Solid Waste materials delivered by **HAULER**, but such rejection will not relieve **HAULER** of its obligation under paragraphs 5a and 5b for all other complying Acceptable Solid Waste. **HAULER** shall remove and dispose of properly any non-complying materials rejected by **AGENCY**, in the first instance at other Agency facilities able to accept same, or pay for such removal and disposal elsewhere.

6b. **AGENCY** will make available for use by **HAULER**, a designated Material Recovery Facility ("MRF") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from **HAULER** at no charge to the **HAULER**, provided that the contract OCRRA has entered into with WM Recycling America, LLC ("DESIGNATED MRF CONTRACTOR") remains in effect and: (a) the County Designated Curbside Recyclables originated from households in Participating Municipalities in Onondaga County; and (b) **HAULER** commits to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) **HAULER** specifically agrees to not mix non-Onondaga County Participating Municipality's curbside recyclables or commercial recyclables; or recyclables from non-residential waste generators, excluding apartment complexes, as defined by Onondaga County Source Separation Local Law 2-2012 (See Attachment 9); or commercial recyclables from Onondaga County or elsewhere and request "no charge" disposal under this subsection while also delivering Onondaga County participating municipality household recyclables directly from curbside collection. d) Claiming the zero tip fee at the MRF for mixed loads that include non-household recyclables from Onondaga County Participating Municipalities or recyclables from outside the County is considered defrauding the Agency.

7. During the term of this Agreement, the **AGENCY** agrees that the Acceptable Waste Tipping fee for each ton of Acceptable Waste delivered to Agency Facilities shall be as follows:

   Calendar Year: 2020

   Tipping Fee: ninety-five dollars ($95.00) per ton

   A four dollar ($4.00) per ton security prepayment will be credited back to **HAULER** provided **HAULER** remains in "Good Standing" by keeping current on its payments to the **AGENCY**. Haulers in good standing will thus pay up to ninety-one dollars ($91.00) per ton in 2020; and must have self-unloading vehicles to qualify for this contract rate.

   Notwithstanding the criteria set forth in Attachment 7, for purposes of this provision the **HAULER** shall be deemed in "Good Standing" if the **HAULER** is current on its payment of the Tipping Fees specified in this Section to the **AGENCY** and is bringing all Acceptable Waste to Agency Facilities as required hereunder.

   Small users signing a Small User Agreement who do not have self-unloading vehicles will not be eligible for the four dollar ($4.00) per ton security prepayment credit and will pay ninety-five dollars ($95.00) per ton for an Acceptable Waste tipping fee during the calendar years 2020.

   The **AGENCY** warrants and represents that the tipping fees, disposal terms and benefits offered or granted to **HAULER** herein are equal to or better than those being offered or granted by the **AGENCY** to any other **HAULER** and/or user of the Onondaga County Solid Waste Management System, including any municipal **HAULER**, during the period constituting the term of this contract. The **AGENCY** further warrants and represents that the tipping fee charged by the **AGENCY** for Acceptable Waste delivered during the year 2020 by a **HAULER** who has not signed at the 2020 one year Agreement for Use of OCRRA Solid Waste Management System or an Agency Small User Agreement (those **HAULERS** not having self-unloading vehicles) and obtained an annual Agency Hauler Permit shall be no less than one hundred eleven dollars ($111.00) per ton of Acceptable Waste. Fees for construction and demolition debris, yard waste, food waste, white goods, tires and other materials for 2020, established annually by the Agency Board of Directors.

8. In further consideration of the service provided by **AGENCY**, **HAULER** agrees to pay the Tipping Fee in accordance with the Operating By-Laws of the **AGENCY**. These Operating By-Laws have been established pursuant to New York Public Authorities Law Section 2045-e(9) and are attached hereto and incorporated herein by reference as Attachment 4.

9. The **AGENCY** will make every effort to maintain its Solid Waste Management System Facilities in Onondaga County and will continue to make those facilities available for disposal of all Acceptable Solid Waste generated by **HAULER'S** customers and conveyed to Onondaga County Solid Waste Management System Facilities by **HAULER**.

10. **HAULER** shall maintain, in Good Standing (See Attachment 7), the current Agency Hauler Permit issued by the **AGENCY**.

11. **HAULER** agrees that **AGENCY** may notify its member municipalities if and when **HAULER** is no longer in Good Standing (See Attachment 7). If **HAULER** regains Good Standing status, **AGENCY** will notify its member municipalities of the same.

12. The **AGENCY** and **HAULER** shall cooperate in the implementation of the respective requirements under this Agreement.

13. The term of this Agreement shall be for one year commencing on January 1, 2020 and shall terminate on December 31, 2020.

14. **HAULER** agrees it will comply, at its own expense, with the provisions of all applicable federal, state and municipal requirements including the Onondaga County Solid Waste Management Plan and with all applicable federal, state and local laws, rules and regulations.

15. Any purported delegation of duties or obligations or assignment of rights without the prior express written consent of the **AGENCY** is void. **HAULER** shall not subcontract any part of the work without the prior written consent of the **AGENCY** except to an Agency Permitted Hauler that has signed an Agreement for use of Agency Solid Waste Management System. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this Agreement. All work performed by a subcontractor of **HAULER** shall be deemed work performed by **HAULER**. This Agreement and the payments to be made hereunder shall not be assigned or transferred by either party without the express written consent of the other party.

16. All notices of any nature, including a Notice of Violation referred to in this Agreement, shall be in writing and sent by certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as respective parties hereto may designate in writing:

To AGENCY:
Executive Director
Onondaga County Resource
Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212-4312

Copy to:
Agency Counsel
Onondaga County Resource
Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212-4312

To HAULER:

CITY OF SYRACUSE
PO SYGOV-0000015548
SYRACUSE NY 13210
ATTN: MICHAEL LAMONTAGNE

Copy to (if required):

_____
_____
_____
_____

17. A copy of any Notice of Violation issued shall also be emailed to the Hauler at the time the Notice of Violation is sent by certified mail. This Agreement and its ten attachments (all incorporated herein by reference) constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be changed or modified except by an instrument in writing signed by a duly authorized representative of both parties.

18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

19. **AGENCY** has notified **HAULER** and **HAULER** acknowledges that the **AGENCY** has or will enter into contracts with thirty-three (33) of thirty-five (35) Municipalities in Onondaga County (See Attachment 6). Those contracts provide that each Participating Municipality will "deliver or cause to be delivered" Solid Waste (as the term "Solid Waste" is defined in those municipal contracts) generated from each such Municipality to the **AGENCY'S** System. The **AGENCY** represents that the contracts are authorized by Title 13-B of the New York Public Authorities Law pursuant to the local police powers granted by the State to local municipalities under the New York Constitution and applicable New York law relative to managing the public health, safety and environmental aspects of solid waste. The **AGENCY** further represents that both the County of Onondaga and the local Participating Municipalities have exercised their police powers by designating by local law or ordinance that Solid Waste from their Municipality will be disposed of only at the Onondaga County Solid Waste Management System. This Hauler Agreement will not modify these Delivery Agreements or local laws or ordinances with the municipalities in any way. Hauler agrees that Agency may notify Participating Municipalities if Hauler is no longer considered "In Good Standing."

20. The parties hereto agree that Stipulated Contractual Damage Payments, as provided in Attachment 5 (incorporated by reference herein), are reasonable and that they will be assessed against **HAULER** for a violation of the **AGENCY** Rules (Operating By- Laws) found in Attachment 4, also incorporated herein by reference, or any of the Agreement terms herein. Such damage payments will be added to **HAULER'S** monthly bill for tipping fee services for that month and shall be paid with that monthly bill. **HAULER** may dispute that it owes the Stipulated Contractual Damage Payments and if disputed successfully, the **AGENCY** will reimburse that amount upon completion of the Dispute Resolution Procedures found in Attachment 8. The failure of the **AGENCY** to assess a damage payment against **HAULER** in a particular circumstance where the **AGENCY** could assess such payment shall not constitute any waiver, release, condonation, acceptance, or agreement with respect to such act of **HAULER** or with respect to any other **HAULER** or any future act.

21. **HAULER** waives any right or recourse **HAULER** may have in law or in equity with respect to any issue arising out of an asserted violation of this Agreement including the Agency Rules (Operating By-Laws) found in Attachment 4, also

incorporated herein by reference, as well as any stipulated contractual damage payment imposed for violations hereunder that **HAULER** believes was incorrectly calculated or assessed. **HAULER** agrees to be limited solely to the Dispute Resolution Procedures provided herein (See Attachment 8 incorporated herein by reference) and agrees to be bound by any decision resulting therefrom, provided, however that in no instance shall the **AGENCY** enforce any such stipulated contractual damage payment (See Attachment 5) which would prohibit **HAULER'S** use of Agency Facilities listed in Attachment 2 or Agency Contracted MRF's until and unless there shall have first been a due process review of the circumstances of such violation by the Executive Director of the **AGENCY** or the Executive Director's designee.

22. **HAULER** shall at all times defend, indemnify and save harmless the **AGENCY** and its officers, agents and employees on account of and from any and all damages, including but not limited to claims, damages, losses, judgments, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property sustained by (a) **HAULER**, its officers, agents, and employees; (b) the **AGENCY**, their respective officers, agents and employees or; (c) any other person, to the extent that **HAULER'S** negligent act, omission or neglect at any Agency Facility (See Attachment 2 incorporated herein by reference) or Agency Contracted MRF was the proximate cause of the damages. The existence of insurance shall in no way limit the scope of this indemnification. **HAULER** further undertakes to reimburse the **AGENCY** for damage to property of the **AGENCY** caused in part or in whole because of **HAULER'S** negligent act, omission or neglect at any Agency Facility (See Attachment 2). The **AGENCY**, for its part, shall reciprocate and remain responsible for the acts of its own officers, agents and employees for any injuries or damages sustained as a result of their negligent acts or omissions.

23. During the entire term of this Agreement, The **AGENCY** agrees not to engage directly in the collection or hauling of Solid Waste from generators in Onondaga County or elsewhere or to seek authority under its enabling legislation to engage in collection or hauling of Acceptable Waste, (except for hauling ash, Unacceptable Waste at the WTE Facility, Unacceptable System Waste and intra-facility transportation of any waste including residue and by-pass). For its part and in return for this promise, **HAULER** agrees, during the entire term of this Agreement, not to design a plan for, conduct SEQR review for or apply for a permit to the NYS DEC to construct or operate a transfer station under 6 NYCRR 360 Part 11 or Part 16 that would handle Acceptable Waste from Onondaga County. Hauler further agrees during the term of this Agreement not to contract for the construction of, construct, operate, patronize, or make arrangements to utilize or assist others in any way in any of the foregoing activities, a privately owned transfer station, as that term is defined in 6 NYCRR Part 360 1.2 (172), for the transfer or transport of Acceptable Waste originating in Onondaga County. The provisions of this section shall not apply to construction and demolition debris. **AGENCY** and **HAULER** agree that any violation of this provision will

cause the other irreparable harm and that the inured party may apply to the NYS Supreme Court for an immediate temporary restraining order and be also entitled to both a preliminary and a permanent injunction.

24. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the administrators, successors, purchasers, grantees and assigns of the respective parties hereto.

25. The waiver by the **AGENCY** of a breach of any term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, Rule, Operating Bylaw, covenant, agreement or condition contained in this Agreement, nor shall any custom or practice which may be established between the **AGENCY** and **HAULER** in the administration of the terms and Rules (See Attachment 4) of this Agreement be construed to in any way lessen the right of the **AGENCY** to insist on the performance by **HAULER** in strict accordance with the terms and Rules of this Agreement.

26. The parties hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby shall be heard only in State Supreme Court for Onondaga County, New York and neither party shall object to the institution or maintenance of any such action, suit or proceedings, after completion first of Dispute Resolution Procedures (See Attachment 8), in such court based on improper venue, forum non conveniens, or any other ground relating to the appropriate forum for such action, suit or proceeding.

27. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

HAULER: **CITY OF SYRACUSE**

By: _____

Title: _____

Date: _____

ONONDAGA COUNTY
RESOURCE RECOVERY AGENCY

By: Dereth Glance

Dereth Glance, Executive Director

Date: 12/6/2019

APPROVED AS TO LEGAL FORM
WB 11/27/19
Initials Date

ATTACHMENT 1

DEFINITIONS
FOR TERMS USED IN "AGREEMENT FOR USE OF OCRRA SOLID WASTE MANAGEMENT SYSTEM"

Acceptable Solid Waste ("Acceptable Waste") - shall mean all materials or substances discarded or rejected anywhere within Onondaga County (except for the Town and Village of Skaneateles), as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including, but not limited to garbage, putrescible solid waste, including animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking or serving of foods; large household furnishings including large and/or bulky articles actually used in the home to equip it for living such as chairs, sofas, tables, beds, mattresses (a surcharge may apply), metal furniture, wooden furniture, and carpeting; railroad ties, large quantities of plastics, telephone poles, refuse, household garbage, light industrial waste, commercial waste, rubbish, trash, waste from governmental and institutional establishments, and MRF residues but does not include Hazardous Waste as defined herein, ashes from an incinerator, Construction Debris, Demolition Debris, and white goods, large items of machinery and equipment, sewage, septic, cesspool or other human waste, liquid waste, County Designated Recyclables, explosives, ordnance materials, cleaning fluids, used oil, highly flammable substances, hazardous chemicals, concentrations of tires, human and animal remains, regulated medical waste, animal wastes, chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, concentrations of drugs and industrial by-products, except where specifically otherwise authorized by the **AGENCY** on a case by case basis. The **AGENCY** will also receive and process, dispose of or recycle the following wastes which do not fall within the definition of "Acceptable Solid Waste" and are, therefore, not required to be delivered to the System hereunder: Yard and Garden Waste, Food Waste for Composting, Construction Debris, Demolition Debris and White Goods.

Agency - means the Onondaga County Resource Recovery Agency.

Agency Contracted Material Recovery Facility ("Agency Contracted MRF") - one or more private Material Recovery Facilities with which the **AGENCY** has contracted to accept curbside County Designated Recyclables during the term of this Agreement.

Agency Facilities - Agency Facilities presently include the Agency Transfer Station at Rock Cut Road, and the Construction Debris Processing Facility/Transfer Station at Ley Creek, the Agency Waste-to-Energy Facility operated by Covanta Onondaga LP and located at Rock Cut Road, and the Agency's Yard and Food Waste Composting Facilities in Jamesville and Amboy, all as listed in Attachment 2.

Agency Permitted Hauler - a **HAULER** holding a valid Agency Hauler Permit.

Agency Representative - Any officer, employee, agent, or the individual designated by the **AGENCY** as responsible in whole or in part for implementation and/or enforcement of the Rules (Operating By-Laws set forth in Attachment 4). The **AGENCY** will advise **HAULERS** of names

and titles of those designated Agency Representatives and prominently post at each Agency Facility a copy of same.

Agency Hauler Permit ("Permit") - The Permit issued to qualifying **HAULER** applicants who complete an Agency Hauler Permit Application and the attachments and appendices thereto. The Agency Hauler Permit allows the use of all Agency Facilities listed in Attachment 2 in compliance with all Agency Rules (Operating By-Laws, See Attachment 4) and, when in effect, participation in the Agency's Hauler Recycling Program for Curbside County Designated Recyclables delivered to an Agency Contracted MRF.

Construction Debris - non-hazardous solid waste resulting from the construction, remodeling and repair of structures and utilities. Included in construction debris are plumbing fixtures, electrical wiring, electrical fixtures, aluminum siding, empty or dried paint cans, other incidental metals, wood (untreated), vinyl siding, wooden shingles, bricks, concrete, asphalt, drywall, plaster, masonry, soil, pressure treated wood, gypsum wall board, insulation, glass, roofing shingles, floor tiles, non-recyclable corrugated cardboard, electric wire insulation, smaller tree stumps, items restricted by WTE plant, and tires. It does not include large tree stumps, road spoils, garbage (except in incidental amounts), asbestos (friable/non-friable) waste, transformers, light ballasts, metal furniture, wood furniture, metal shelving, wood shelving, carpeting, railroad ties, telephone poles, mattresses, large quantities of plastics, fluorescent lights, large chunks of debris from complete demolition of structures and road building, and similar materials.

County - means the County of Onondaga.

County Designated Recyclables - Onondaga County's Source Separation Law, also known as Local Law No. 2 of 2012 as amended and supplemented (Attachment 9 attached hereto and made a part hereof) specifies County Recyclables. The County Program requires recycling of those Recyclables designated by the **AGENCY** for inclusion in the Countywide Recycling Program. A list of these recyclables as of December, 2016 is set forth in Attachment 3 which is also attached hereto and made a part hereof.

DEC - means the New York State Department of Environmental Conservation.

Demolition Debris - Solid Waste resulting from demolition of structures, roads and land clearing.

Felony - an offense for which a sentence to a term of imprisonment in excess of one year may be imposed. See N.Y. Penal Law Section 10.00(5).

Food Waste - is a component of Solid Waste consisting of putrescible waste (i.e. wastes that contain organic matter capable of being decomposed by micro-organisms) resulting from the handling, storage, sale, preparation and serving of food. Some examples of food waste may include spoiled produce, trimmings from leafy vegetables, peelings from produce, dairy and bakery by-products and other closely related materials.

Generator/Generator Source/Waste Generator - any person or entity which produces Solid Waste and/or Recyclables requiring off-site disposal or recycling.

Hauler - Any person, company, firm, or municipality engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables generated in the Participating Municipalities in Onondaga County, other than an individual's own residential waste when self-hauled.

Hauler Disposal Agreement - the agreement between a **HAULER** and a Solid Waste Generator to provide hauling, recycling and disposal services for the Generator.

Hauler Permit Identification Number or Permit Number - that Agency-issued number provided to **HAULERS** who have properly completed a Hauler Permit Application and been issued a Permit to use Agency Facilities and which must be displayed on the Agency Permitted Hauler's vehicles to access and utilize Onondaga County Solid Waste Management System Facilities (see Attachment 2).

Hazardous Waste

(i) any waste, excluding Household Hazardous Waste, which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture under federal, state or local law, or under rules, policies or guidelines issued in relation thereof, as they may be amended from time to time including, but not limited to:

(1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984) and the regulations contained in 40 CFR Parts 260-281;

(2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parks 761-76;

(3) the State Environmental Conservation Law (Title 9 of Article 27) and the regulations contained in 6 NYCRR Parts 370, 371, 372, 373 (subpart 373-3);

(ii) radioactive materials which are source, special nuclear or by-product materials as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; or

(iii) any other material that by federal, state or local law, or under rules, regulations, policies, guidelines or orders having the force of law in relation thereto are regulated as harmful, toxic or hazardous to health and ineligible for processing at any Onondaga County Solid Waste Management System Facility.

Household Hazardous Waste - means household generated wastes which, but for its point of generation, would be a Hazardous Waste as defined herein and includes such items as paint, pesticides, used motor oil, paint thinners, batteries and other containerized similar materials that, as such, are exempt from state and federal regulations.

Material Recovery Facility - a private or public facility for receiving and processing recyclable materials into marketable commodities.

Municipal Hauler - means any village, town, city, county or other governmental entity, or any entity operating by or on behalf thereof, engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables for a municipality located in Onondaga County.

Municipality - means any village, town or city in the County of Onondaga.

Onondaga County Mixed County Designated Recyclables - the entire stream of County Designated Recyclables set out by Generators in the Participating Municipalities with no components removed or "skimmed" therefrom.

Onondaga County Solid Waste Management Plan - in October 2016, the County adopted an updated integrated Solid Waste Management Plan for the disposal of solid waste generated in the County. The primary goals of the plan continue to be implementing: (1) Waste reduction; (2) Recycling; (3) Recovery of useful energy through solid waste combustion; and (4) a landfill facility. This plan will be periodically updated. The **AGENCY** has been designated as the lead Agency to implement this Plan.

Onondaga County Solid Waste Management System - ("System") those Agency Facilities ("Facility/Facilities") listed in Attachment 2 made available to the thirty-three (33) Participating Municipalities in Attachment 6 to manage their Solid Waste in accordance with the Onondaga County Solid Waste Management Plan and the New York State Solid Waste Management Plan according to the State Solid Waste management priorities set forth in Environmental Conservation Law Section 27-0106.

Participating Municipality - the thirty-three (33) Municipalities listed in Attachment 6 that have signed agreements or will sign agreements with the **AGENCY** that require each such Municipality, among other things, to deliver or cause to be delivered into the System all Acceptable Solid Waste collected within such Municipality whether by the Participating Municipality, its contracted agent, or a privately engaged **HAULER**. These Municipalities also have agreed or will agree to actively participate in the Source Separation and curbside collection of Recyclables and other aspects of the recycling program under the Onondaga County Solid Waste Management Plan.

Processing and Marketing Fee - Any fee charged by or paid to an Agency Contracted Materials Recovery Facility by the **AGENCY** for processing of Mixed County Designated Recyclables delivered by Agency Permitted Haulers to the Agency Contracted MRF which may include some component or all of the cost of separation, processing, storage and marketing of Mixed County Designated Recyclables into marketable materials for re-use for other than energy recovery.

Recyclables - those materials which, under any applicable law are not Hazardous Waste, and which are able to be practically separated from non-recyclable waste and for which recycling or re-use markets can be accessed for less than the costs of disposal.

Recyclers - means those who deal with Recyclables including but not limited to collectors, separators and marketers. This includes not-for-profit corporations and religious and charitable organizations which collect Recyclables for fund raising purposes.

Solid Waste - means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and waste which appears on the list of hazardous waste promulgated by the Commissioner of the DEC pursuant to Section 27-0903 of the Environmental Conservation Law.

Source Separation - means the segregation of recyclable materials from the Solid Waste stream at the point of generation for separate collection, sale or other disposition.

Tipping Fee - the fee charged **HAULERS** per ton at Onondaga County Solid Waste Management System Facilities to dispose of Acceptable Solid Waste, Construction Debris, Yard Waste, Food Waste, White Goods, and other materials as established from time to time by the Agency's Board of Directors pursuant to Public Authorities Law Section 2045-e(14).

Unacceptable System Wastes - means those wastes that are not acceptable at any Agency Facility, namely (a) Hazardous Waste; (b) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders and automobile gasoline tanks), agricultural equipment, trailers and marine vessels; (c) sewage, septic, cesspool or other human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, auto batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of any Agency Facility, friable and non-friable asbestos items/materials; (d) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees or others; and (e) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clause (c) shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable System Waste pursuant to clauses (d) or (e) above.

Unacceptable Waste at the Agency Waste-to-Energy (WTE) Facility - means those wastes that are not acceptable at the Agency's Waste-to-Energy Facility, namely (a) Hazardous Waste; (b) demolition debris and dirt, concrete and other nonburnable construction and demolition rubble and material; (c) refrigerators, washing machines and similar "white goods"; (d) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders, automobile gasoline tanks), agricultural equipment, trailers and marine vessels, furniture or any other item of waste exceeding six feet in any one of its dimensions; (e) sewage, septic, cesspool or other human wastes, liquid waste, incinerator residue, large concentrations of plastics, explosives, ordnance materials, metal and wooden furniture and shelving, railroad ties, telephone poles, mattresses, carpeting, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, unshredded tires, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of the Waste-to-Energy Facility; (f) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees and others; and (g) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clauses (b) and (e) shall not constitute Unacceptable WTE Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable WTE Waste pursuant to clauses (f) or (g) above. Some of these items/wastes may be acceptable for delivery to Agency System Facilities other than the Agency WTE Facility.

White Goods - means large metal appliances manufactured for residential use including freezers, ovens, dishwashers, refrigerators, washing machines, dryers, stoves, and similar major household appliances.

Yard and Garden Waste - means yard waste, leaves, grass clippings, weeds, brush and tree limbs up to 3" in diameter, cuttings from shrubs and hedges, garden debris and other similar material generated by the maintenance of residential property.

ATTACHMENT 2

ONONDAGA COUNTY
SOLID WASTE MANAGEMENT SYSTEM FACILITIES

The following are the designated Solid Waste Management System Facilities ("Facilities") of the Onondaga County Resource Recovery Agency (OCRRA or "Agency Facility"):

Waste-to-Energy Facility: The Onondaga County Resource Recovery Facility ("OCRRF") is a Waste-to- Energy Facility located on Rock Cut Road in the Town of Onondaga. It is the designated facility for receipt of all Acceptable Solid Waste materials that can be processed (combusted with energy recovery) according to the rules and regulations established by the Agency's facility operator, Covanta Onondaga, LP. Only self-unloading vehicles are allowed to use the Agency's Waste-to-Energy Facility.

Transfer Stations: The Agency-operates two permitted Transfer Stations. During the term of this Contract, the Agency intends to make significant capital improvements to Rock Cut Road and begin to direct all commercial haulers, requiring size reduction or C&D processing, through its modern transfer facility upon completion of construction. Haulers will continue to be directed to Ley Creek until the Rock Cut Road facility improvements are completed, which is expected by 2021. The Agency will provide advance notice directly to haulers and until then, the present transfer station operations remain:

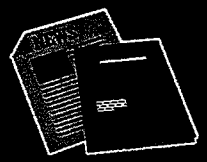
- Rock Cut Road Transfer Station is in the Town of Onondaga across from OCRRA is designed to receive Acceptable Solid Waste and Recyclables from those small users who must hand unload their vehicles. Those Haulers without self-unloading vehicles are also required to conform to the County's Mandatory Source Separation Law. This site is currently closed due to construction.

- Ley Creek Transfer Station: Located off of Seventh North Street in the Town of Salina, the Ley Creek Transfer Station receives Construction and Demolition Debris as well as non-recyclable Acceptable Solid Waste from small Haulers or "small users" not possessing self-unloading vehicles. Existing Construction and Demolition Debris tipping rates apply only if these materials are delivered to Ley Creek.

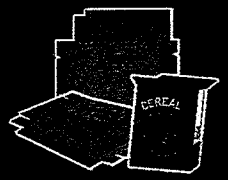
- The Agency reserves the right to direct self-unloading vehicles to directly tip at OCRRF.

Compost Sites: The **AGENCY** operates two Yard and Food Waste compost sites. They are located on Route 91 in the Town of Dewitt and on Airport Road at Amboy in the Town of Camillus. The Amboy facility also composts food waste. Rates for the use of these Facilities are set by the Agency Board of Directors, generally on an annual basis. The Facilities accepts Yard and Garden Waste, Food Waste and some loads of clean wood (e.g. pallets) generated from within the Participating Municipalities of Onondaga County.

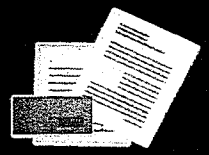
Curbside Recycling



Newspapers, magazines, catalogs and softcover books
Keep loose. Don't tie.

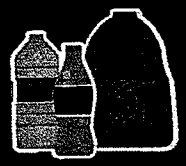


Cardboard, pizza, pasta, cereal boxes, etc.
Flatten.

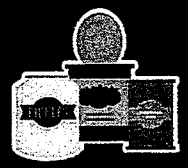


Papers, mail, envelopes

Milk and juice cartons
Empty and rinse.



Plastic bottles and jugs
Empty and replace cap.



Cans and jars
Empty and rinse. Labels are ok.

Plastic dairy tubs
Empty and rinse; no lids.

Recycle it, but NOT at your curb

- **Electronics** (computers, TVs, etc.)
  Search OCRRA.org for drop-off locations.
- **Plastic bags**
  Return clean, dry bags to your local grocery or retail store; do NOT bag your recyclables or put loose bags in the blue bin.
- **Fluorescent light bulbs** (household only)
  Recycle CFLs at your local Home Depot or Lowe's. Many Ace and True Value hardware stores also accept 4-foot tube, circular and U-shaped bulbs.
- **Microwaves and dehumidifiers**
  Bring to OCRRA's Ley Creek Transfer Station.
- **Old clothes, shoes and textiles**
  Worn/torn ok; bring cleaned and dry items to Salvation Army or Rescue Mission.
- **Mercury thermometers and thermostats**
  Bring to OCRRA's Ley Creek Transfer Station.
- **Household batteries**
  Drop off at any Onondaga County Wegmans or Green Hills Market.
- **Food scraps**
  Visit OCRRA.org for compost solutions.
- **Yard waste**
  Bring to one of OCRRA's Compost Sites.
- **Shredded paper**
  Take to Bodow Recycling in Syracuse. (315) 422-2552

OCRRA.org

Don't see an item above? Find the proper disposal method at OCRRA.org.

What are you looking for? How do I get rid of...

ATTACHMENT 4

AGENCY OPERATING BY-LAWS ADOPTED AS AGENCY RULES FOR HAULERS

GENERAL

1.1 When the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") changes the list of Acceptable Solid Waste for delivery at any Agency Facility and/or the lists of Unacceptable Wastes, the **AGENCY** will provide a current copy of such updated list to each Agency Permitted Hauler. Prior to adoption of any such change, the **AGENCY** will, when feasible, provide sixty (60) days advance written notice of such proposed change to the **HAULERS** and give them an opportunity to comment thereon.

1.2 No Agency Permitted Hauler vehicle will be issued an Agency Hauler Permit unless such vehicle has a valid State Department of Motor Vehicle Registration, Inspection Certificate and, those vehicles using the Agency Waste-to-Energy Facility must be "self unloading" (i.e. able to empty its contents at the Facility without handling). **HAULERS** shall provide an update of any changes in required Agency Hauler Permit data within five (5) working days. No new vehicle permits can be issued before providing such data.

1.3 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall first have been weighed on the Agency Facility scale and/or logged at the Agency Facility gate except for those **HAULER** vehicles containing only bag stickered waste or only recyclables.

1.4 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall have a valid Agency Hauler Permit Identification Number prominently displayed in the location designated by the **AGENCY**.

1.5 Agency Hauler Permits shall be valid from January 1st of each year or the date of issuance through December 31st of the same year. No proration of Permit fees will occur for Agency Hauler Permits issued after January 1st. Agency Hauler Permits are not transferrable. Permit renewal applications must be completed and submitted to the **AGENCY** with the necessary fees prior to December 31st, to ensure no lapse in Agency Hauler Permits.

1.6 Amendments to the contract terms found on pages 1 through 9 hereof are not permitted except upon the written consent of both the **AGENCY** and the **HAULER**. The **AGENCY** shall have the right, however, upon sixty (60) days public notice in the official Agency newspaper to add, modify, delete or substitute only from the Rules (Attachment 4) or hours of operation as herein provided. Notice of such change shall also be mailed to each holder of a valid Agency Hauler Permit and **HAULERS** will be given ten (10) business days to comment on such change prior to such change taking effect. This requirement shall not apply to changes specified herein where only advance notice is required (e.g. change of transfer station hours).

1.7 The Agency Representative at an Agency Facility may request that the **HAULER** dump its load in an area where its contents can be inspected and the **HAULER** must comply with such request in a reasonable manner and within a reasonable time frame.

1.8 The Agency Representative may reject any load delivered to an Agency facility and containing Unacceptable Wastes and charge the **HAULER** for reloading any vehicle delivering Unacceptable Wastes. Alternatively, the Agency Representative may at his or her discretion require the Hauler's driver to remain, or a designated representative or official of Hauler's firm, and the vehicle contents, until representatives of the Department of Environmental Conservation or other regulatory body have inspected the material. The **AGENCY** may also take any corrective action it deems appropriate including, but not limited to, excavation, loading, transport and disposal at proper facilities, all at the cost of **HAULER**, and/or impose the stipulated contractual damage payments to be made by the **HAULER** to the **AGENCY** as provided in Attachment 5 hereunder.

1.9 The parties have agreed upon stipulated contractual damage payments (See Attachment 5), which both parties agree are reasonable in amount, to be made by the **HAULER** to the **AGENCY** for violation of these Rules (Agency Operating By-Laws) or of the base contract to which they are appended.

1.10 The **AGENCY** reserves the right to revoke the Agency Hauler Permit of any Agency Permitted Hauler that is convicted of a Felony regarding actions performed under this Agreement.

1.11 The **HAULER** agrees not to defraud the **AGENCY** nor use any aspect of the Onondaga County Solid Waste Management System to defraud the Hauler's customers. Among other things, the **HAULER** recognizes that delivering out-of-Onondaga County sourced Recyclables to the Agency Contracted MRF and then seeking the **AGENCY** to pay or guarantee any MRF processing and marketing fee for those Recyclables constitutes a fraud on the System. Similarly, delivering Onondaga County Mixed County Designated Recyclables to the MRF and seeking the **AGENCY** to pay or guarantee any MRF processing and marketing fee for those Recyclables while Acceptable Solid Waste generated by the same generator source as those Mixed County Designated Recyclables is taken to some place other than an Agency Facility, is both a breach of this Agreement and a fraud on the Onondaga County Solid Waste Management System.

1.12 All **HAULER** vehicles collecting Solid Waste or Recyclables within Participating Municipalities in the County shall have the name of the **HAULER** firm printed in letters at least three (3) inches high on both sides of the vehicle cab.

DELIVERY TERMS

2.1 The Agency Permitted **HAULER** hereby agrees to deliver all Acceptable Solid Waste collected in Onondaga County's Participating Municipalities (see Attachment 6) to Agency Facilities (see Attachment 2). Transport by the **HAULER** of Acceptable Solid Waste picked up in Onondaga County across an Onondaga County boundary line (i.e. out of Onondaga County) or into the Town or Village of Skaneateles shall be deemed an automatic violation of this Rule 2.1.

2.2 The Agency Permitted **HAULER** agrees to deliver only Acceptable Solid Waste collected in Onondaga County's Participating Municipalities to Agency Facilities. Agency Permitted **HAULERS** that deliver or attempt to deliver other than Acceptable Solid Waste as defined herein to any Agency Facility will be subject to a Stipulated Contractual Damage Payment as provided in Attachment 5. The **AGENCY** agrees that if there is a dispute with a load's contents, the **HAULER** may ask for an opportunity to inspect the load, which may be held for up to one hour at the **HAULER's** request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.

2.3 The **AGENCY** Permitted **HAULER** agrees to provide for collection of Recyclables in every **HAULER** Disposal Agreement with residential and commercial customers as part of its standard service and to include the cost of such collection in its standard waste collection rates, whether or not Recyclables are set out for collection by the **HAULER's** contracted client. However, the **AGENCY** Permitted **HAULER's** will not be required to provide such Recyclables hauling services in the event that 1) the **AGENCY** permitted **HAULER** notifies the **AGENCY** in writing that an individual customer has alternate recycling provisions, and 2) such alternate recycling provisions are confirmed and preapproved by the **AGENCY**. Under no circumstances will the customer be allowed to not provide recycling hauling services either as a self-hauler or through **HAULER'S** services hereunder and **HAULER** must immediately notify the **AGENCY** of any customer who attempts to do so.

2.4 The Agency Permitted **HAULER** agrees NOT to deliver County Designated Recyclables as Acceptable Solid Waste or mixed in with Acceptable Waste to any Agency Facility that handles Acceptable Solid Waste. The inadvertent inclusion by a Waste Generator of a small amount (i.e. up to 5%) of County Designated Recyclables in a load of Acceptable Solid Waste delivered to an Agency Facility shall not be considered an actionable violation under this Agreement, provided other applicable contract terms are not violated.

2.5 The Agency Permitted **HAULER** shall be excused from compliance with the requirement to provide for collection of County Designated Recyclables in every Hauler Disposal Agreement where: 1) curbside collection of County Designated Recyclables is conducted by the Municipality in which the Waste Generator is located; and 2) the Municipality provides the **AGENCY** with a certified copy of the resolution, ordinance or official act authorizing municipal collection of such Recyclables. If, at any time, the Municipality shall cease curbside collection of Recyclables, Rule 2.3 shall immediately apply to any or all Agency Permitted **HAULERS** operating within the Municipality.

2.6 **HAULERS** shall have the responsibility and shall make every effort to prevent the delivery of any Unacceptable Wastes to any Agency Facility.

Specifically the **HAULER** will:

a) Agree to, at least annually, provide each of its customers with a listing, provided by the **AGENCY**, of what constitutes Unacceptable Wastes including Hazardous Waste, and such other waste reduction, recycling, and disposal information as the **AGENCY** shall deem appropriate. Each **HAULER** shall include in every Hauler/Disposal Agreement, whether written or oral, any such list of Unacceptable Wastes as may be made available from the **AGENCY** (including but not limited to Hazardous Waste,

medical waste, and other regulated waste) which waste is not to be included with Acceptable Solid Waste for delivery to any Agency Facility.

b) Agree to assist the **AGENCY** or other legally constituted regulatory or enforcement agency in efforts to identify the origin of Unacceptable Wastes delivered to any Agency Facility.

c) Agree to allow an Agency Representative to inspect all loads of Solid Waste delivered by **HAULER** vehicles to any Agency Facility.

d) Require that each waste handling and/or transporting employee of an Agency Permitted **HAULER** be trained to identify and remove Unacceptable Wastes so that it is not delivered to any Agency Facility.

e) The **AGENCY** will arrange and coordinate meetings with the NYS Department of Labor (DOL), NYSDEC and **HAULERS** to promote cooperative efforts with respect to proper handling and processing of such materials.

2.7 The **HAULER** shall have the obligation to maintain all vehicles entering Agency Facilities in a manner that minimizes noise, odor and litter or debris and the **AGENCY** shall have the right to penalize or refuse entry to any vehicle that is not covered, or in the reasonable judgment of the **AGENCY** or its Agent, maintained and/or operated in a manner that minimizes noise, odor and litter or debris. The **HAULER** shall not allow leachate waste to drain from the Hauler vehicle at or near an Agency Facility except for incidental amounts which drain out during the dumping process.

2.8 **HAULER** agrees before pickup or delivery to permanently affix the Agency-issued Hauler Permit Identification Number on each of its permitted vehicles in the location specified by the **AGENCY**. The **HAULER** agrees to visibly identify its **HAULER** name and number according to Agency guidelines.

2.9 The **HAULER** agrees that its driver or a designated company official will remain at the Agency Facility if directed to do so for some valid reason by an Agency Representative until authorized to leave and to obey the directions and instructions of Agency Representatives while at an Agency Facility.

2.10 **HAULERS** shall not deliver Yard and/or Garden Waste alone or mingled with Acceptable Solid Waste to any Agency Facility except the Agency Compost Sites listed in Attachment 2.

2.11 **HAULERS** shall not deliver Yard and/or Garden Waste alone or mingled with Acceptable Solid Waste to any Agency Facility except the Agency Compost Sites listed in Attachment 2.

OPERATION

At each Agency Facility, the following shall apply:

3.1 All vehicle traffic will be directed by Agency Representatives or its agents. All scales will be operated on a "first-come, first-served" basis, except that Agency Permitted **HAULERS** will generally be processed over the scales on a priority basis ahead of non-Haulers during normal weekday hours of operation. The **AGENCY** will designate and provide a separate unloading area for non-self-unloading **HAULERS** at the Ley Creek

Transfer Station and will direct all such **HAULERS** to the designated area for unloading during all hours of operation during the term of this Agreement to avoid delaying self-unloading **HAULERS**.

3.2 No vehicles shall approach the scale until directed by the Scale Operator.

3.3 Speed limit on all Agency Facility roadways is 10 mph, unless otherwise posted. Speed limits will be strictly enforced.

3.4 The vehicle driver shall specifically state town, village or city of origin and class of the load (MSW, Construction Debris or other).

3.5 The Scale Operator may present weight tickets to the driver, one copy for **HAULER** records and one copy for admittance.

3.6 When directed by the Scale Operator, the **HAULER** shall proceed with caution to the Agency Facility tipping floor and deposit loads as directed by the Agency Representative. The **HAULER** shall proceed with all reasonable haste under the direction of the Agency Representative to deposit loads so as to minimize vehicle waiting time.

3.7 As directed by the Scale Operator during weigh-in, all vehicles' weights shall be confirmed by stopping at the out-bound scale prior to departure from the Agency Facility. Any dispute of in or out weights shall be made before leaving the Agency Facility or those weights shall be deemed accepted by the **HAULER** as final.

3.8 The **HAULER** will not knowingly discharge leachate on the premises of any Agency Facility in violation of DEC, EPA or local regulations or laws.

3.9 All vehicles, roll off boxes and trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.

3.10 Upon request, the **HAULER** shall discharge loads in special area to facilitate load verification.

3.11 The definition of Acceptable Solid Waste and Unacceptable Wastes may be modified by the **AGENCY** at the request or direction of the New York State Department of Environmental Conservation or by the **AGENCY** as a result of requirements of the waste processing Facility or Agency processing experience. The **AGENCY** will, where feasible, provide **HAULERS** with prior written notice of at least sixty (60) days of any such modification.

3.12 Hand sorting, picking over or scavenging of dumped waste at an Agency Facility will not be permitted at any time by either **HAULER** personnel or **AGENCY** personnel.

3.13 No loitering will be permitted at any Agency Facility.

3.14 At all times while on Agency Facility premises, the **HAULER** shall comply with **AGENCY**-designated Representatives' instructions.

3.15 A violation of these rules shall be noted and the **HAULER** shall be sent a Notice of Violation by certified mail, return receipt and an email copy of the Notice of Violation all promptly sent to the Hauler and subjected to a stipulated contractual damage payment as set forth in Attachment 5.

3.16 Smoking is prohibited on all Agency Facility premises, except in designated smoking areas.

3.17 Other rules, as posted by the **AGENCY** or its Agent from time to time, upon advance notice as set forth previously herein, shall be strictly obeyed.

3.18 Any individual employee or agent of the **HAULER** creating a disturbance or speeding at an Agency Facility may, at the discretion of the **AGENCY**, be prohibited from entering the grounds of any or all Agency Facilities for a period to be determined by the **AGENCY** after proper written notification to the Hauling firm's designated representative.

3.19 The **HAULER** agrees to collect, transport and dispose of all collected Acceptable Solid Waste and Recyclables in compliance with all applicable state and federal, County and local laws, rules and regulations, including, but not limited to those rules and regulations promulgated by New York State Department of Environmental Conservation, State Department of Transportation, Federal Department of Transportation and the U.S. Environmental Protection Agency as well as local city, town and village laws, rules and regulations. This Section shall not be interpreted as making the **HAULER** responsible for any such matter hidden by a Generator in a load picked up by it.

3.20 Vehicles are not to be left unattended while at or on any Agency Facility, nor off the site if same impedes approach to or exit from the Agency Facility.

3.21 Foul language and inappropriate behavior is not permitted on site (i.e. loitering, spitting, swearing, lewd gestures, etc.) of any Agency Facility.

3.22 No **HAULER** employee shall possess, consume or be under the influence of any illegal or intoxicating substance while on Agency Facility.

3.23 The **AGENCY** will provide at the OCRRA a trailer or other appropriate receptacle to accommodate reasonable quantities of oversized Acceptable Solid Waste, which that Agency Facility is permitted to accept for disposal but cannot process because of its size.

3.24 The **HAULER** agrees that if a load is inadvertently dumped at the Ley Creek Transfer Station, at other than the designated dumping area, such **HAULER** may be required to reload for a fee of twenty-five dollars ($25.00).

HAULER PAYMENT TERMS

4.1 A five percent (5%) late charge will be assessed if funds are not received by 12:00 noon on the last day of the month of billing and the Agency will notify member municipalities of the loss of Hauler in Good Standing status. Then additionally, after this period, if funds are not received within three (3) business days, accounts will be placed on a C.O.D. basis until such balances, plus late charges, are paid in full. In the event eight (8) business days pass from the due date without payment, all transfer services will be denied to the non-compliant **HAULER** firm.

4.2 For Agency Permitted Haulers desiring credit, but that in the **AGENCY'S** determination do not qualify, the **AGENCY** may choose other options, such as the posting of an irrevocable direct pay letter of credit which must be sufficient to cover one (1) months average Tipping Fees for that Agency Permitted Hauler.

4.3 **HAULERS** that provide for regular collection of curbside Onondaga County Designated Recyclables originating from residences in Onondaga County are eligible to participate in the Agency Program for such recyclables that are delivered to an Agency Contracted Materials Recovery Facility (MRF) upon the following terms and conditions:

a) Deliveries must either be made to an Agency Contracted MRF or **HAULERS** must certify the amount of such Recyclables delivered to any other MRF's on a monthly basis to the OCRRA Director of Waste Reduction and Recycling so that **AGENCY** may track the various outlets receiving Onondaga County Designated Recyclables.

b) Deliveries to each MRF must include all Onondaga County Designated Recyclables, (i.e. newspapers, glass bottles, metals and plastics, magazines and catalogues, brown paper bags, aerosol cans, milk and juice cartons, corrugated cardboard, discarded mail, home office paper, paperboard, telephone books, soft cover books, and any other subsequently designated mandatory residential recyclable). The entire stream of curbside Recyclables must be delivered "unskimmed" to an Agency Contracted MRF in order to qualify. **HAULER** must also provide a curbside collection program for household batteries according to Agency guidelines.

c) Any recycling related educational information provided by the **HAULER** to residents on a mass communication basis (i.e. website, flyers, decals) to instruct residents on the acceptable materials under the Agency Curbside Recyclables Collection Program must be pre-approved by the Agency prior to posting or distribution by the **HAULER**.

d) The **HAULER** hereby certifies that all Acceptable Solid Waste picked up from the same customers who were the source of the delivered Onondaga County Designated Recyclables was and will continue to be delivered to an Agency Facility during the term of this Agreement.

OTHER TERMS

4.4 Subject to Rule 1.7, for the full term of the Contract, paragraph 5a of the Agreement, as it relates to construction and demolition debris, will not be subject to Amendment. In other words, **HAULERS** would be encouraged, but not be required to bring Construction Debris and/or Demolition Debris to **AGENCY** facilities during the term of the Agreement.

4.5 The **AGENCY** agrees upon e-mail or written request to place that **HAULER** that has signed this (1) year Agreement on a mailing list to notify it of Board meetings and special Board meetings and would allow the **HAULER**, when they provide a prior request, to speak briefly, either before or after any such meeting.

4.6 The **AGENCY** agrees to provide **HAULERS** with thirty (30) days advance written or email notice of any operational changes, including hours of operation, at its Ley Creek, Rock Cut Road or Amboy Facility.

4.7 The **AGENCY** agrees that if there is a dispute with a load's contents, the **HAULER** may ask for an opportunity to inspect the load in the presence of an Agency representative, which may be held for up to one hour at the **HAULER'S** request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.

4.8 **HAULER** agrees to not deliver contaminated waste to the Agency Compost sites.

ATTACHMENT 5

STIPULATED CONTRACTUAL DAMAGE PAYMENTS FOR VIOLATION OF AGENCY CONTRACT TERMS INCLUDING RULES

Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"	Violation	Payment for 1st Violation	Payment for each additional Violation
R1.4 C11	Failure to update required Hauler Permit data	$200	$500
R1.5/2.8	Failure to properly display Hauler Permit Identification Number or identify Hauler name	$100	$500
R1.7/8	Failure to allow Waste Inspection	$250	$500
R1.11 6b (c)	Defrauding the Agency or committing Felony involving the Onondaga County Solid Waste Management System	$50,000 and/or Possible Permit Revocation	$100,000 and/or Possible Permit Revocation
R1.12	Failure to display Hauler Firm name	$100	$500
R2.1 C5a/19	Failure to deliver all Acceptable Solid Waste collected within Participating Municipalities to Agency Facilities	$100,000	$250,000 and/or Possible Permit Revocation
R2.2 C6a***	Delivery of Non-Hazardous Unacceptable Waste to an Agency Facility	$1,000	$5,000
R2.2/2.6** R2.6***	Delivery of Hazardous Waste to an Agency Facility	$25,000 and cost of clean-up, removal and disposal	$50,000 and cost of clean-up, removal and disposal
R2.3	Failure to provide for recycling collection	$2,000	$5,000
R2.4** R2 4***	Delivery of Recyclables as Solid Waste	$250	$500
R2.6***	Delivery of Non-Hazardous Unacceptable Regulated Waste	$1,000	$2,000
R2.6***	Delivery of Regulated Medical Waste (i.e. non-autoclaved)	$2,000	$5,000
R2.7	Failure to maintain Hauler vehicle	$100	$200
R2.7/3.8	Draining leachate at an Agency Facility	$500	$1,000
R2.8	Delivery in an Unpermitted Hauler vehicle	$500	$1,000

ATTACHMENT 5
(cont.)

Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"	Violation	Payment for 1st Violation	Payment for each additional Violation
R2.9/3.14	Failure to remain at Facility when requested or follow directions	$250	$500
R2.11	Delivery of Yard and/or Garden Waste to WTE or Transfer Facilities	$250	$500
R3.3	Speeding on Facility roadway	$100	$200
R3.4	Failure to provide information on origin of load when asked	$1,000	$5,000
R3.9	Failure to cover, leaking or unsanitary Hauler vehicle	$100	$200
R3.10	Failure to allow load verification	$500	$1,000
R3.12	Hand sorting, picking or scavenging by Hauler personnel	$50	$100
R3.13	Loitering at an Agency Facility	$50	$100
R3.16	Smoking at non-designated area of Agency Facility	$500	$1,000
R3.20	Unattended vehicle or blocking access at an Agency Facility	$100	$200
R3.21	Foul language or inappropriate behavior	$50	$100
R3.22	Possessing, consuming or being under the influence of intoxicating or illegal substance while on premises of an Agency Facility	$1,000	$5,000
R4.1 C8/C20	Failure to maintain Agency Account Balance	$100	Payment in Full
R4.2	Failure to maintain LOC	$500	Cash Only
R4.3	Failure to comply with household battery or telephone book curbside recycling	$25	$50
C11*	Failure to maintain good standing	$500/day	
R4.8	Contaminated food at compost site	$25/unit	$25/unit

ATTACHMENT 5
(cont.)

If the **HAULER** is comprised of more than one individual, corporation, or other entity, each of the entities comprising the **HAULER** shall be jointly and severally liable for contract violations.

*** PAYMENT TOLLED DURING PENDENCY OF DISPUTE RESOLUTION PROCEDURE (SEE ATTACHMENT 8).**

**** PAYMENTS WILL BE ASSIGNED TO HAULER FOR EACH INDIVIDUAL GENERATOR PLUS THE AGENCY'S COST OF PROPER DISPOSAL OR RELOADING DELIVERY VEHICLE AND ANY DAMAGES RELATED TO SUCH DELIVERY.**

*****FIRST VIOLATION IN EACH CONTRACT YEAR FROM ANY ONE GENERATOR WILL NOT BE PENALIZED. THE SECOND SUCH VIOLATION IN ANY CONTRACT YEAR FROM THE SAME GENERATOR SHALL BE CONSIDERED A 1st VIOLATION HEREUNDER FOR CONTRACT DAMAGE PAYMENT PURPOSES.**

ATTACHMENT 6

MUNICIPALITIES THAT HAVE PARTICIPATED IN THE ONONDAGA COUNTY SOLID WASTE MANAGEMENT SYSTEM

TOWNS

Town of Camillus
Town of Clay
Town of Cicero
Town of DeWitt
Town of Elbridge
Town of Fabius
Town of Geddes
Town of LaFayette
Town of Lysander
Town of Manlius
Town of Marcellus
Town of Otisco
Town of Onondaga
Town of Pompey
Town of Salina
Town of Spafford
Town of Tully
Town of Van Buren

VILLAGES

Village of Baldwinsville
Village of Camillus
Village of East Syracuse
Village of Elbridge
Village of Fabius
Village of Fayetteville
Village of Jordan
Village of Liverpool
Village of Manlius
Village of Marcellus
Village of Minoa
Village of North Syracuse
Village of Solvay
Village of Tully

CITIES

City of Syracuse

ATTACHMENT 7

CRITERIA FOR HAULER IN GOOD STANDING

Except for purposes of Section 7 of this Agreement, a "**HAULER** in Good Standing" must meet all of the following criteria:

1. **HAULER** must have a valid current Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") Hauler Permit and must have executed this Agreement.

2. All requirements set forth in the current Agency Hauler Permit must not lapse or be cancelled (e.g. - Insurance requirement limits and coverages must be maintained).

3. **HAULER** must make all payments according to the agreed upon payment terms of this Agreement and shall not be past due on any Agency invoices for services, violation stipulated damage payments, etc.

4. **HAULER** shall comply with all terms and conditions set forth in this Agreement including delivery of all Acceptable Solid Waste collected in the thirty-three (33) Participating Municipalities in Onondaga County to Onondaga County Solid Waste Management System Facilities (Attachment 2).

5. The **AGENCY** will consider that a **HAULER** be a "**HAULER** In Good Standing" even if that **HAULER** has a pending violation of this Agreement provided that the **HAULER** has invoked the Dispute Resolution Procedure set forth in Attachment 8 herein within five (5) days of when the **HAULER** has been notified of that violation and the Dispute Resolution Procedure has not been completed.

ATTACHMENT 8

DISPUTE RESOLUTION PROCEDURES

Any dispute arising from the application or institution of Stipulated Contractual Damage Payments for any violation of this Agreement including the Rules (Operating By-Laws) pertaining thereto as set forth in Attachment 4 hereto may be submitted for resolution according to the following procedure by any party to the dispute.

1. Initial Review

The aggrieved party shall commence the Dispute Resolution Process by submitting a written Dispute Resolution Request Form to the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") by Certified Mail or Personal Delivery within twenty (20) business days of Hauler's receipt of the Notice of Violation under this contract containing:

a) the name of the aggrieved party

b) the provision of Agency contract under which the dispute arises

c) a copy of the notice of violation

d) the date or dates involved

e) a brief description of the specific event(s) or circumstance(s) giving rise to the grievance

f) the address and phone number of the aggrieved party

The Notice of Request shall be submitted to the Executive Director of the Agency.

The Executive Director of the Agency may upon review of the Notice of Request, and investigation of the events and circumstances described in the notice of application direct and/or negotiate such resolution as the Executive Director shall deem appropriate. Such initial review by the Executive Director will be completed within ten (10) days of the filing of the dispute under these provisions.

Any such resolution shall be in writing and signed in acceptance of its terms by both the aggrieved party and the Executive Director of the Agency.

ATTACHMENT 8 (cont.)

2. If the Executive Director shall not direct or negotiate a resolution of the dispute acceptable to the aggrieved party, the dispute shall be automatically submitted to the Dispute Resolution Committee within five (5) days after receipt of the notice thereof by the **HAULER**.

   The Dispute Resolution Committee shall consist of a single arbitrator agreed to by the **AGENCY** and the **HAULER** from a list of available arbitrators provided by the American Arbitration Association. The fee for the arbitrator shall be paid by the **HAULER** unless the arbitrator rules against the **AGENCY** in which case the fee shall be paid by the **AGENCY**.

   The Dispute Resolution Committee will schedule a hearing on not less than five (5) days or more than thirty (30) days' notice, except that upon the consent of all involved a hearing may be scheduled in less than five (5) days.

   The Dispute Resolution Committee may make such rules for conduct of its hearings as it shall deem appropriate and may hear any testimony or receive any evidence it deems credible.

   Anyone appearing before the Dispute Resolution Committee may be represented by counsel.

   A written record will be kept of all hearings.

   Upon the conclusion of all testimony, and after due deliberation, the Dispute Resolution Committee will issue a written opinion stating its conclusion reached by majority vote of the members and stating with particularity the Committee's findings, conclusions and any remedies.

3. The decisions of the Dispute Resolution Committee shall be final subject only to judicial review pursuant to provisions of Article 78 of the New York Civil Practice Law and Rules.

4. The **AGENCY** will consider a **HAULER** as being in "Good Standing" even if the **HAULER** has a pending alleged violation of this Agreement provided that the **HAULER** has invoked this Dispute Resolution Procedure within five (5) days of when the **HAULER** has been notified of the alleged violation and the Dispute Resolution procedure has not been completed.

Dispute Resolution Request Form to the Executive Director of OCRRA

NOTE: THIS FORM MUST BE SUBMITTED BY HAULER WITHIN TWENTY (20) BUSINESS DAYS OF HAULER'S RECEIPT OF NOTICE OF CONTRACT VIOLATION UNDER HAULER CONTRACT.

1. Name and Address and Phone Number of Aggrieved Hauler: _____

_____

2. Provision of Agency contract under which dispute arises: _____

3. Attach copy of Notice of Violation dated: _____

4. The date or dates involved: _____

5. A brief description of the event(s) or circumstance(s) giving rise to the grievance: _____

_____

_____

_____

_____

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_____

_____

_____

_____

Firm Aggrieved: _____
Signed: _____
Title: _____
Dated: _____

ATTACHMENT 9

LOCAL LAW NO. 2 - 2012

A LOCAL LAW ENACTING A NEW ONONDAGA COUNTY SOURCE SEPARATION LAW, AND REPEALING LOCAL LAW NO.12-1989, AS AMENDED BY LOCAL LAW NO. 14-1991

BE IT ENACTED BY THE ONONDAGA COUNTY LEGISLATURE OF THE COUNTY OF ONONDAGA, NEW YORK, AS FOLLOWS:

Section 1. Legislative Findings and Purpose

This Legislature finds and determines that the Onondaga County Resource Recovery Agency ("OCRRA") has been administering a county source separation law for over 20 years and, through this administration, has reported that the best way to ensure proper recycling of all County Recyclable Materials is to require onsite Source Separation of these materials by Waste Generators. This Legislature further finds and determines that OCRRA has ascertained that no entity is currently in the business of taking mixed streams of Solid Waste and Recyclable Waste from Waste Generators and source separating them offsite. This Legislature further finds and determines that the penalties and enforcement provisions in the prior Onondaga County Source Separation Law are outdated and need to be amended in order to deter violations of the law.

The purpose of the Onondaga County Source Separation Law is (a) to encourage and facilitate the maximum recycling practicable on the part of each and every household, business, apartment complex, industry, and institution within Onondaga County; (b) to establish, implement, and enforce minimum recycling-related practices and procedures to be applicable to all Waste Generators, Waste Haulers/Recyclable Collectors, and Materials Recovery Facilities/Recycling Facilities located within Onondaga County; and (c) to require onsite Source Separation by each and every Waste Generator within Onondaga County and to ensure that those County Recyclable Materials that are Source Separated are recycled properly and kept separate from Solid Waste.

Section 2. Definitions

For the purposes of this local law, the terms listed below shall be defined as follows:

A. "County Recyclable Materials" means the following:

i. Corrugated Paper: Cardboard containers, boxes and packaging, including pizza boxes, which are cleaned of contamination by food wastes or polystyrene commonly called Styrofoam, and which have been flattened for transport;

ii. Glass: Empty, washed glass jars, bottles and containers of clear, green and amber (brown) that contained food and drink, caps removed. This term excludes ceramic, window glass, auto glass, mirror and kitchenware;

iii. Metal: All ferrous and non-ferrous metals, including: steel, aluminum and composite cans and containers (cleaned of food wastes) and empty aerosol cans that did not contain hazardous material. Scrap metal, wire, pipes, tubing, motors, sheet metal, etc. are recyclable but must be recycled through scrap dealers;

iv. Newspapers, Magazines, and Catalogues: Includes common machine finished paper made chiefly from wood pulp used for printing newspapers, as well as glossy inserts, magazines and catalogues. All must be free of contaminants;

v. Office Paper: All bond paper, and also computer printout, stationery, photocopy and ledger paper of any color from all Waste Generators. This term excludes carbon paper, chemical transfer paper and Tyvek or plastic coated envelopes;

vi. Plastics: All HDPE and PET type plastic bottles (#1 & #2), including empty, washed food, beverage, detergent, bleach and hair care containers. This term excludes all photographic film, vinyl, rigid and foam plastic materials, as well as plastics numbered 3, 4, 6, and 7 and HDPE oil bottles, as well as #1 and #2 containers that are not bottles or contained

hazardous material. Also included as a recyclable, all #5 polypropylene containers, including baby bottles, cottage cheese/cream cheese containers, yogurt cups, margarine tubs, plastic ice cream containers, food storage containers, and take-out containers marked as #5 plastic;

vii. Kraft Paper: As found in brown paper bags and package wrapping;

viii. Beverage Cartons: Includes gable topped paper cartons that contained milk and juice products. Also included as a Recyclable, aseptic containers for juice, broth or soup;

ix. Paperboard: Includes paper packaging as found in cereal, cracker and tissue boxes, etc. and toilet tissue and paper towel tubes;

x. Mixed Paper: Includes discarded and bulk mail, computer paper, colored paper, envelopes, greeting cards, wrapping paper and carbonless multi-part forms. Excludes any paper coated with foil or plastic; and

xi. Soft Cover Books: Including paperback books, product manuals, and educational materials that do not have a hard cover, nor a metal or plastic spiral binding.

B. "Collection Service" means the collection, pick-up or removal of Solid Waste originating in any location within the County by a Waste Hauler pursuant to an arrangement with the Waste Generator.

C. "Curb" means that street curb immediately in front of the property from which Solid Waste and County Designated Recyclable Materials are generated or, in the absence of an actual curb, that portion of the property which is immediately adjacent to the street.

D. "Curbside Collection" means the use of collection receptacles for County Recyclable Materials, including, but not limited to, Recycling Containers for Waste Generators and the regular periodic transfer of the contents of such receptacles by a Waste Hauler/Recyclables Collector to a Materials Recovery Facility or Recycling Facility from the location of the Waste Generator.

E. "Disposal Facility" means a solid waste management facility to which solid waste is delivered for permanent disposal.

F. "Materials Recovery Facility" means any person, firm, corporation or other entity in the business of receiving and processing Recyclables into marketable commodities for sale to end markets.

G. "OCRRA" means the Onondaga County Resource Recovery Agency.

H. "Person" means any individual, firm, company, partnership or corporation or other business entity.

I. "Recyclables" means those materials defined in Section 2 above.

J. "Recyclables Collector" means any person, firm, corporation or other entity contracted with for the purpose of collecting Recyclables from Waste Generators for delivery to a Materials Recovery Facility or Recycling Facility.

K. "Recycle" means to process used materials into new products to prevent waste of potentially useful materials.

L. "Recycling Container" means the bin or other container supplied by the Onondaga County Resource Recovery Agency for use by Waste Generators. Such containers shall be used exclusively for the storage of County Recyclable Materials. Such containers shall, at all times, remain the property of the Onondaga County Resource Recovery Agency.

M. "Recycling Facility" means a public or private facility that receives Recyclables that have been separated from the waste stream for handling and resale to end markets without further processing.

N. "Recycling Receptacle" means a tote, dumpster or similar container provided by a hauler, business, apartment complex or institution for aggregating Recyclables.

O. "Recycling Services" means commercial services associated with the temporary storage, collection and transport of recyclable materials by a Waste Hauler or Recyclables Collector to a Materials Recovery Facility or Recycling Facility.

P. "Solid Waste" or "Disposable Materials" means all materials discarded as being spent, useless, worthless or in excess to the owners at the time of discard or rejection, including but not limited to garbage or refuse, but shall not include Recyclables, Yard and Garden Waste, human wastes, rendering wastes, major appliances, regulated medical waste, construction and demolition wastes, residue from incinerators or other destructive systems for processing waste, junked automobiles, pathological, toxic, explosive, liquid, radioactive material or other waste material which, under existing or future federal, state or local laws, require special handling in its collection or disposal.

Q. "Source Separation" means the segregation of County Recyclable Materials and Yard and Garden Waste from non-recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

R. "Waste Generator" means any individual or person (as defined herein to include any individual, firm, company, partnership or corporation or other business entity) that produces Solid Waste requiring off-site disposal. Classifications of Waste Generator are as follows:

i. Residential Waste Generator means any individual who resides in a single family residence or residential building that produces Solid Waste requiring off-site disposal.

ii. Nonresidential Waste Generator means the owner and/or operator of an Apartment Complex, a Commercial Facility, an Industrial Facility, or an Educational/Government Facility, referred to herein as Apartment Complex Waste Generator, Commercial Property Waste Generator, Industrial Facility Waste Generator and Educational/Government Waste Generator, that produces Solid Waste requiring off-site disposal.

a. "Apartment Complex" means any building containing more than two residential units.
b. "Commercial Property" means any office, retail location, warehouse or other general business setting.
c. "Industrial Facility" means a factory or manufacturing site or plant.
d. "Educational/Governmental" facility means an entity that produces Solid Waste at or from a public or private educational facility or governmental building.

The term "Waste Generator" shall not include individuals or persons located in the Town or Village of Skaneateles.

R. "Waste Hauler" means any person, company, partnership or other entity engaged in the business of providing Collection Service pursuant to any contract, agreement, or other arrangement with any Waste Generator, where Solid Waste is collected for disposal at a permitted solid waste disposal or transfer facility, or a municipal department or other governmental division responsible for collection of Solid Waste from some or all Waste Generators in Onondaga County.

S. "Yard and Garden Waste" means grass clippings, leaves, brush, cuttings from shrubs, hedges and trees.

Section 3. Source Separation and Disposal

A. Every Waste Generator shall Source Separate, which means the segregation of County Recyclable Materials from non- recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

B. Every Waste Generator shall Source Separate Yard and Garden Waste from County Recyclables and Solid Waste, and shall dispose of Yard and Garden Waste pursuant to applicable local laws and ordinances of the pertinent town, village or city.

C. Every Waste Generator shall deliver or arrange for the delivery of County Recyclable Materials to a Recycling Facility or make source separated County Recyclable Materials available for collection by a Waste Hauler/Recyclables Collector and ultimate delivery to a Materials Recovery Facility or Recycling Facility.

D. No Waste Generator shall make Solid Waste that has not been Source Separated available for collection by a Waste Hauler, a Recyclables Collector, or a Materials Recovery Facility.

E. No Residential Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or attempt to dispose of County Recyclable Materials or Yard and Garden Waste as Solid Waste.

F. No Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or to attempt to dispose of Solid Waste as County Recyclable Materials or as Yard and Garden Waste.

G. Every Waste Generator shall set out County Recyclable Materials for recycling collection in such a manner as to prevent the contamination of such County Recyclable Materials by Solid Waste.

H. No Recyclables Collector, Materials Recovery Facility or Waste Hauler shall accept Solid Waste and County Recyclable Materials that have not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.

I. No Recyclables Collector or Waste Hauler shall deliver or attempt to deliver County Recyclable Materials mixed with Solid Waste to a Materials Recovery Facility or Recycling Facility or dispose or attempt to dispose of such mixed materials as Solid Waste.

J. Every Waste Hauler and Recyclables Collector shall separately and properly label "trash" and "Recyclables" receptacles which it provides.

K. No Materials Recovery Facility shall accept for processing or transfer Solid Waste mixed with County Recyclable Materials that has not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.

L. Every Commercial Property and Educational/Governmental Waste Generator that sells food or drinks for onsite consumption at such facility shall provide for the onsite source separation and recycling of Glass, Metal and Plastics (as defined herein under "County Recyclable Materials") in a manner that is readily accessible to consumers.

M. Every Apartment Complex Waste Generator shall provide recycling services for tenants, if the tenant is not required to directly arrange for such recycling services.

N. Every Residential Waste Generator residing in an Apartment Complex shall Source Separate as herein defined and place County Recyclable Materials into Recycling Containers for collection and delivery to a Materials Recovery Facility or Recycling Facility.

O. Every Waste Hauler and Recyclables Collector shall provide Recycling Services to their Waste Generator customers, unless it can be demonstrated that the Waste Generator customer has separately arranged for the transportation of Source Separated County Recycling Materials to a Materials Recovery Facility or Recycling Facility.

Section 4. Recycling Containers and Receptacles

A. Every Commercial Property Waste Generator shall provide, or require that the occupying tenants provide, an adequate number and capacity of Recycling Receptacles or Recycling Containers in sufficient number and capacity to

accommodate the aggregated quantity of County Recyclable Materials.

B. Every Apartment Complex Waste Generator shall provide common area Recycling Receptacles or Recycling Containers in sufficient number and capacity to accommodate the aggregated quantity of County Recyclable Materials generated by all tenants. Recycling Receptacles shall be placed in locations at least as convenient to tenants as trash receptacles.

C. Every Commercial Property Waste Generator, Industrial Facility Waste Generator and Educational/Governmental Waste Generator shall make an adequate number of internal and external Recycling Receptacles as readily accessible as trash receptacles.

D. Every Apartment Complex Waste Generator shall ensure that all interior and exterior Recycling Containers and Recycling Receptacles are properly labeled and designated for "Recyclables", and shall provide recycling information to the residents, including instructions that identify County Recyclable Materials the tenants must Source Separate.

E. No Residential Waste Generator shall remove a Recycling Container from the County; willfully destroy a Recycling Container; dispose of an undamaged Recycling Container other than by returning such container to the issuing municipality at a designated location; or use such Recycling Container for other than the temporary storage of County Recyclable Materials.

F. Every Residential Waste Generator who changes place of residence shall leave the Recycling Container for the subsequent occupant of the property or, in the alternative, shall return the Recycling Container to OCRRA or the issuing municipality. Every Residential Waste Generator who does not have a Recycling Container shall obtain a Recycling Container from OCRRA or the municipality within two weeks of taking possession of said property.

Section 5. Unauthorized Removal of Recyclables

No individual other than a Waste Hauler or Recyclables Collector shall pick over, disturb, collect, pick up, remove or cause to be collected, picked up or removed any County Recyclable Materials that have been set out for collection.

Section 6. Violation

It shall be an offense punishable as provided herein for any person, as herein defined, to fail to comply with or violate the provisions of Sections 3, 4 or 5 of this local law.

Section 7. Enforcement

This local law shall be enforced within the geographic boundaries of Onondaga County, except for the Town and Village of Skaneateles, by any law enforcement agency having jurisdiction in the County, including but not limited to the Onondaga County Sheriff and Onondaga County Deputy Sheriffs, and any special deputies duly authorized to enforce this local law.

Section 8. Penalties

A. Conviction of a Waste Generator, Waste Hauler, Recyclables Collector, Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall result in a written warning for a first violation. Conviction for a repeat violation shall be punishable as set forth below in Sections B, C, D, and E.

B. Conviction of a Residential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of fifteen dollars ($15.00) for the second violation; thirty dollars ($30.00) for the third violation; fifty dollars ($50.00) for the fourth violation; and one hundred dollars ($100.00) for each

subsequent violation.

C. Conviction of a Nonresidential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than $100.00 and not more than $500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than $250.00 nor more than $1,000.00 per violation.

D. Conviction of a Waste Hauler or Recyclables Collector for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than $250.00 and not more than $500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than $500.00 nor more than $1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate violation of the provisions of this local law.

E. Conviction of a Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or 4 of this local law shall be punishable by a fine of not less than $250.00 and not more than $500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than $500.00 nor more than $1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate offense, including but not limited to a separate offense for acceptance of each load of material by a Materials Recovery Facility or Recycling Facility in violation of this local law.

G. Conviction of an individual for failure to comply with the provisions of Section 5 of this local law shall be punishable by a fine of not less than $100.00 and not more than $500.00. Conviction of each subsequent offense within twelve months of a prior conviction for the same offense shall be punishable by a fine of not less than $250.00 nor more than $1,000.00 per violation.

Section 9. Repeal and Amendment

Local Law No. 12 - 1989, as amended by Local Law No. 14 - 1991, hereby is repealed, effective January 1, 2012.

Section 10. Effective Date

This local law shall take effect January 1, 2012, and shall be filed pursuant to the New York State Municipal Home Rule Law.

Section 11. Separability

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by a court of competent jurisdiction to be invalid, the judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which the judgment shall have been rendered.

Section 12. SEQR

This Onondaga County Legislature, acting as lead Agency for purposes of the New York State Environmental Quality Review Act (SEQRA), has had prepared a Short Form Environmental Assessment Form, in which it was determined that the proposed project is an Unlisted Action and will not have an adverse impact upon the environment and, as a result, does hereby adopt a Negative Declaration under SEQRA.

FEE SCHEDULE

Ordinance No. 2020

ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE NEW YORK STATE OFFICE OF GENERAL SERVICES FEDERAL SURPLUS PROPERTY PROGRAM TO ACCEPT AT A COST NOT TO EXCEED $4,000 ONE (1) WESTERN STAR 6 WHEEL 4X4 PLOW/DUMP TRUCK

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 an agreement with the New York Office of General Services Federal Surplus Property Program (the "State") to accept and receive one (1) Western Star 6 Wheel 4x4 Plow/Dump truck at a cost not to exceed $4,000.00; said agreement shall provide that the City maintain and repair the vehicle and indemnify the State from any claims that may arise from its use; and said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that said agreement shall take effect immediately.

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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

January 3, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Legislation: Authorize an Agreement with NYS Office of General Services Federal Surplus Property Program to Accept One Western Star 6 Wheel 4X4 Plow/Dump Truck

Dear Mr. Copanas:

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

- Ordinance authorizing to enter into an agreement with NYS Office of General Services to receive one (1) Western Star 6 Wheel 4x4 Plow/Dump Truck, at a cost not to exceed $4,000:

(1-2011 Western Star 6 Wheel 4x4 Plow/Dump Truck
Vin # 5KKAAEDV5BPBB0912)

- Ordinance authorizing to proceed with the acceptance of the Western Star 6 Wheel 4X4 Plow/Dump Truck, at a cost not to exceed $4,000

The agreement states that the City of Syracuse is to perform all routine maintenance and necessary repairs to this vehicle at the expense of the City of Syracuse. However, the City will not be charged for the use of this vehicle. The City of Syracuse shall also indemnify and save harmless, without limitations, the State Of New York. The expenses will be charged to an account within The Department of Public Works, Bureau of MEM. (Copy of agreement attached)

Should you have any questions or concerns, please don't hesitate to contact us.

Very truly yours,

Jeremy Robinson

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.syrgov.net

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: January 3, 2020
SUBJECT: Agreement with NYS Office of General Services Federal Surplus Property Program

On behalf of the Department of Public Works, I am requesting the City of Syracuse to enter into an agreement with NYS Office of General Services Federal Surplus Property Program.

- Ordinance authorizing to enter into an agreement with NYS Office of General Services to receive one (1) Western Star 6 Wheel 4x4 Plow/Dump Truck, at a cost not to exceed $4,000:

  1-2011 Western Star 6 Wheel 4x4 Plow/Dump Truck
  Vin # 5KKAAEDV5BPBB0912

- Ordinance authorizing to proceed with the acceptance of the Western Star 6 Wheel 4X4 Plow/Dump Truck, at a cost not to exceed $4,000

The agreement states that the City of Syracuse is to perform all routine maintenance and necessary repairs to this vehicle at the expense of the City of Syracuse. However, the City will not be charged for the use of this vehicle. The City of Syracuse shall also indemnify and save harmless, without limitations, the State Of New York. The expenses will be charged to an account within The Department of Public Works, Bureau of MEM. (Copy of agreement attached)

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

01/03/19
Date

MEV/tm

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

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Federal Surplus Property Program

Application for Eligibility by State and Public Agency

Eligibility may be granted to any State Department, Division, Bureau or Agency; any City, Town or County government; or any other governmental entity or public agency established by or pursuant to State Law; and to any Indian Tribe located on a State Reservation: EXCEPT THAT eligibility may not be granted to individual subordinate programs or divisions of a governmental entity where the parent entity has established eligibility.

FOR STATE USE ONLY

Code Type Donee	County of Location	Donee ID Number

Application Approved by

Date Approved

Instructions: ANSWER ALL QUESTIONS AND PROVIDE ALL REQUIRED DOCUMENTARY EVIDENCE OR INFORMATION IN SUPPORT OF APPLICATION. APPLICATION MUST BE SIGNED BY HEAD ELECTED OR APPOINTED OFFICIAL OF APPLICANT ORGANIZATION, OR THE LEGALLY DESIGNATED UNIT HEAD.

1. Legal Name: City of Syracuse

   Address of applicant public agency: Street: 1200 Canal St Ext

   City, County, Zip: Syracuse, NY 13210

   Telephone: 315-448-2489 Fax: 315-448-8531

   Email: afordock@syrgov.net

2. Select Type of Public Agency:

   State: Department ☐ Division ☐ Bureau ☐ Agency ☐

   Local Government: County ☐ City ☑ Town ☐ Agency ☐

   Other: (specify) _____

3. How was applicant organization established? Pursuant to:

   Local Ordinance or Charter: ☑ State Law: ☐

   Other: (specify) _____

4. a. Indicate resident population of area of applicant's jurisdiction: 143,378

   AND/OR

   b. Number of persons (patients, clients, patrons, inmates etc.) served daily through applicant program(s): _____

5. Total budgeted expenditures of applicant organization for last full fiscal year:
2018-19 - $245,053,900
(Designate fiscal year and amount)

6. Indicate sources and amounts of all operating funds last full fiscal year.
   A. Local Tax Funds: $123,428,424
      State Aid: $71,758,584
      Federal Aid: $12,711,891
   B. Other: $37,155,001 - services, fees, interest, grants
      (Describe and provide amounts)
7. Indicate total budget for current fiscal year: $252,526,315
8. A. Indicate any program area(s) of applicants organization requiring State charter, licensing, approval or accreditation: (Specify program area and authority)
   N/A
   B. Submit documentary evidence of any of above, in form of photostat copy attached to this application.
9. If other than a State Department, State College, public school district; or county, city or town government: applicant must submit as an attachment to this application, a full description of the size and scope of applicant's program(s), number of persons, pupils, patients, inmates or clients served, sources and amount of operating funds, annual budget, program objectives and any other information to support this application.
10. All applicants must include as supplements to this application, a listing or statement as to general property items or special items needed by the applicants programs.

I CERTIFY THAT THE INFORMATION STATED HEREIN, AND THE SUPPORTING INFORMATION ATTACHED HERETO, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Signature of the Head Administrative Official)

Frank Caliva, Chielf Administrative Officer — 12/17/2019

(Typed Name and Title) — (Date)

Submit with Participation Agreement, Certifications and Agreement, Non-Discrimination Assurance Statement, and Debarment forms.

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Federal Surplus Property Program

Participation Agreement
and
Designation of Authorized Representatives
See Also: Certifications and Agreements

Instructions: This form must be completed by the Head Administrative or Head Financial Official. A representative from program and operation units may also be designated as authorized representatives. Please remember to photocopy for your records prior to mailing.

FOR STATE USE ONLY		
Code Type Donee	County of Location	Donee ID Number
Application Approved by:		
Date Approved		

Donee Name: City of Syracuse

Donee Address: 1200 Canal St Ext, Syracuse, New York 13210

Telephone: 315-448-8515 Fax: _____

Email: afordock@syrgov.net County: Onondaga

This certifies that the personnel listed below are hereby designated as accredited representatives of this organization duly authorized and empowered to select, acquire and sign for federal surplus property; to obligate this organization for the payment of all service charges assessed by the state for the provision of such property; and to execute related documents certifying compliance by this organization with the terms, conditions, reservations and restrictions which will apply to the receipt and use of federal surplus property by this organization.

Name	Title	Signature
Ann Fordock	1st Deputy Commissioner	

I and the above designated representatives whose signatures are affixed hereto have reviewed, and further certify that this organization will observe and comply with all Terms, Conditions, Reservations and Restrictions applying to the acquisition and use of property as outlined in the Certifications and Agreements document.

Signature

Frank Caliva, Chief Administrative Officer — 12/17/2019

Typed Name and Title of Head Administrative Official — **Date**

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Federal Surplus Property Program

CERTIFICATIONS AND AGREEMENTS

Instructions: Review the items below, sign the document and submit it with a completed "Participation Agreement and Designation of Authorized Representatives" document as part of your application package.

A. The donee certifies that:

1. It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203(i) of the Federal Property and Administrative Service Act of 1949, as amended, and the regulations of the Administrator of General Services.
2. If a public agency, the property is needed and will be used by the recipient for carrying out or promoting the residents of a given political area for one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public purposes, including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.
3. Funds are available to pay all costs and charges incident to donation and these charges will be paid promptly.
4. This transaction shall be subject to the non-discrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Acts of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

B. The donee agrees to the following Federal conditions:

1. All items of property shall be placed in use for the purpose for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
2. Such special handling or use limitations are imposed by General Service Administration (GSA) on any items(s) of property listed herein.
3. In the event the property is not so used or handled as required by B.1 or B.2 above, title and right to possession of such property shall at the option of GSA, revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

C. The donee agrees to the following conditions imposed by the State Agency, applicable to items with a unit acquisition cost of $5,000 or more and passenger motor vehicles, regardless of acquisition cost, except vessels 50 feet or more in length and aircraft:

1. The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
3. In the event the property is not so used as required by C.1 and C.2 above and Federal restrictions in B.1 and B.2. have expired, then title and right to the possession of such property shall at the option of the State agency revert to the State of New York and the donee shall release such property to such persons as the State agency shall direct.

D. The donee agrees to the following terms, reservations and restrictions:

1. From the date it receives the property listed herein and through the period(s) of time, the conditions imposed by B and C above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under B or the State agency under C above. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or the State agency shall be remitted promptly by the donee to GSA or the State agency, as the case may be.
2. In the event any of the property listed herein is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by B and C remain in effect, without the prior approval of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value of the property at the time of such disposal, as determined by GSA or the State agency.
3. If at any time, from the date it receives the property through the period(s) of time the conditions imposed by B and C above remain in effect, any of the property listed herein is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State Agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.
4. The donee shall make reports available to the State agency regarding the use, condition, and location of the property listed herein and on other pertinent matters as may be required from time to time by the State agency.
5. At the option of the State agency, the donee may abrogate the conditions set forth in C above and the terms, reservations and restrictions pertinent thereto in D by payment of an amount as determined by the State agency.

E. The donee agrees to the following conditions, applicable to all items of property listed herein:

1. The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.
2. Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

F. Terms and conditions applicable to the donation of aircraft and vessels (50 feet or more in length) having an acquisition cost of $5,000 or more, regardless of the purpose for which acquired:

The donation shall be subject to the special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

G. The organization receiving Federal Surplus Property shall indemnify and hold harmless New York State and the United States Federal Government, their employees and agents against any and all loss, damage, claim or liability whatsoever; due to personal injury or death or damage during the acquisition or subsequent use of Federal Surplus Property.

H. All property acquired through the Federal Surplus Property Program is considered federal financial grant-in-aid and may require compliance under the single audit act of 1984 and the provisions of OMB circulars A-128 and A-133.

ORGANIZATION NAME: City of Syracuse

NAME: Frank Caliva

TITLE OF AUTHORIZED OFFICIAL: Chief Administrative Officer

SIGNATURE: _____ **DATE:** 12/17/2019

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Federal Surplus Property Program

NON-DISCRIMINATION ASSURANCE STATEMENT

Assurance of compliance with GSA regulations under Title VI of the Civil Rights Act of 1964, as amended; Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Section 303 of the Age Discrimination Act of 1975, as amended.

THE DONEE agrees that the program for, or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity for which the donee received Federal assistance from the General Services Administration; and also hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee, the word "donee" as used herein includes any such successor in interest.

The accuracy of the data and the continued compliance with all requirements for acquisition and use of Federal Surplus Property as stated on (1) Certifications and Agreements (CS402C) and (2) Non-Discrimination Assurance Statement, as well as a desire to continue eligibility in the Federal Surplus Property is hereby acknowledged.

ORGANIZATION NAME: City of Syracuse

NAME: Frank Caliva

TITLE OF AUTHORIZED OFFICIAL: Chief Administrative Officer

SIGNATURE: _____ **DATE:** 12/17/2019

This form should be submitted with any application for eligibility.

Building 18, W. Averell Harriman State Office Building Campus, Albany, NY 12226
Phone: (518) 457-3264 | Fax: (518) 457-5436

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Federal Surplus Property Program

This certification is required by GSA regulations implementing Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions, as defined at 41 CFR 105-68.110.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from cover transactions by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Syracuse

NAME OF DONEE

1200 Canal St Ext	Syracuse	NY	13210
ADDRESS	**CITY**	**STATE**	**ZIP**

SIGNATURE OF HEAD ADMINISTRATIVE OFFICIAL

12/17/2019

DATE

NEW YORK STATE OF OPPORTUNITY.

Office of General Services
Federal Surplus Property Program

Date: 12/17/2019

City of Syracuse

Organization Name

Federal Surplus Property Wish List

1. Plows
2. garbage packers
3.
4.
5.

Signature of Head Administrative Official or Authorized Representative

Frank Caliva

Print Name

12/17/2019

Title

Ordinance No. 2020

ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE NEW YORK STATE THRUWAY AUTHORITY FOR THE LEASE OF 2 SNOW PLOW VEHICLES

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 an agreement with the New York State Thruway Authority (the "Authority") for the lease of two (2) snow plow vehicles; said agreement shall provide that the City shall lease the two (2) snow plow vehicles from the NYS Thruway Authority at no cost but shall be require to maintain and repair the vehicles for the duration of the lease and to indemnify the Authority and the State from any claims that may arise from their use; and said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that said agreement shall be for a period to be determined by the Authority taking into account the City's needs; and

BE IT FURTHER ORDAINED, that said agreement shall be subject to necessary approval by the Authority.

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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 31, 2019

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Legislation: Authorize the Lease Agreement of 2 NYS Thruway Authority Snow Plow Vehicles

Dear Mr. Copanas:

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

- Ordinance authorizing the No Cost Lease Agreement between the City of Syracuse and the NYS Thruway Authority for the loan of 2 NYS Thruway Authority Snow Plow Vehicles:

1-2004 International 7-Ton Truck VIN # 1HTWXAHT24J03291
1-2006 Sterling 7-Ton Truck VIN # 2FZHAZCV26AW9144

- Ordinance authorizing to proceed with the lease of the two snow plow vehicles from the NYS Thruway Authority

The agreement states that the City of Syracuse is to perform all routine maintenance and necessary repairs to these vehicles at the expense of the City of Syracuse. However, the City will not be charged for the use of these 2 vehicles. The City of Syracuse shall also indemnify and save harmless, without limitations, the Authority and the State of New York. (Copy of agreement attached)

Should you have any questions or concerns, please don't hesitate to contact us.

Very truly yours,

Martin Davis LS
Deputy 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.syrgov.net

NEW YORK STATE OF OPPORTUNITY | Thruway Authority

ANDREW M. CUOMO
Governor

JOANNE M. MAHONEY
Chair

MATTHEW J. DRISCOLL
Executive Director

December 23, 2019

Honorable Ben Walsh
Mayor, City of Syracuse
203 City Hall
233 E. Washington St.
Syracuse, NY 13202-1473

Dear Mayor Walsh:

As per New York State Thruway Authority (Authority) Policy 25-6-01 dated March 2, 2012 the Authority may authorize the use of its personal property via a temporary, revocable permit, license or other document that does not transfer a beneficial interest in said property. This agreement authorizes the City of Syracuse (City) to be loaned the following identified vehicles for use according to the terms and conditions specified below:

2004 International 7-Ton Truck VIN # 1HTWXAHT24J030291
(w/plow and spreader to be determined)

2006 Sterling 7-Ton Truck VIN # 2FZHAZCV26AW91446
(w/plow and spreader to be determined)

The Authority has designated these vehicles as surplus to its needs, however the Authority will retain all ownership rights over the term of this agreement. There will be no charge by the Authority to the City for the use of these vehicles. All normal operating, routine maintenance and any necessary repairs will be performed as required at the City's expense. Operating and routine maintenance expenses shall include, but not be limited to, license, registration, gas, oil, tires, tolls and preventive maintenance. The vehicles shall be returned to the Authority in a similar condition as received, taking into account normal wear and tear.

This agreement will end on a date determined by the Authority, taking into account the City's and Authority's respective needs. At the end of this agreement, it is the City's responsibility to return these vehicles to the Authority's Syracuse Division, 6150 Tarbell Road, East Syracuse, NY. These vehicles are for the exclusive use by City personnel and for official business of the City pursuant to its policies and procedures. City personnel shall observe all laws in the operation of these vehicles. No other use is authorized. If these vehicles are no longer needed prior to the end of this agreement, the City is responsible for promptly returning them.

The City shall be responsible for the acts and omissions of its employees related to the City's use of these vehicles. To the fullest extent permitted by law, the City shall indemnify and save harmless, without limitations, the Authority and the State of New York (the "State"), and their respective officers, directors, board members, agents, employees, successors, and assigns ("Authority Indemnitees" and "State Indemnitees", respectively, and collectively, "Collective Indemnitees") as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs of every kind and nature, and every name and description, arising from the City's use of the vehicles under this agreement ("Claims"). The City shall, at its own expense, defend the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The rights of the Authority Indemnitees or the State Indemnitees shall in no manner be limited or discharged by the enumeration in this agreement, or procurement, of any insurance in any amount and shall survive the terms of this agreement.

Please sign this agreement below and return the original document to Kevin Allen, Director of Purchasing at 200 Southern Boulevard, Albany, New York 12209.

If you have any questions, please contact Mr. Allen at (518) 436-2736 or by email at kevin.allen@thruway.ny.gov.

Sincerely,

Matthew A. Howard
Chief Financial Officer

I accept all the terms and conditions of this letter of understanding

Mayor Ben Walsh
City of Syracuse

cc: Kevin Allen, Director of Purchasing
Mark Austin, Director of Equipment and Inventory Management

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: January 2, 2020
SUBJECT: Lease Agreement of 2 NYS Thruway Authority Snow Plow Vehicles

On behalf of the Department of Public Works, I am requesting the City of Syracuse to enter into a Lease Agreement with NYS Thruway Authority.

- Ordinance authorizing the No Cost Lease Agreement between the City of Syracuse and the NYS Thruway Authority for the loan of 2 NYS Thruway Authority Snow Plow Vehicles:

  1-2004 International 7-Ton Truck VIN#1HTWXAHT24J03291
  1-2006 Sterling 7-Ton Truck VIN#2FZHAZCV26AW9144

- Ordinance authorizing to proceed with the lease of the two snow plow vehicles from the NYS Thruway Authority.

The agreement states that the City of Syracuse is to perform all routine maintenance and necessary repairs to these vehicles at the expense of the City of Syracuse. However, the City will not be charged for the use of these 2 vehicles. The City of Syracuse shall also indemnify and save harmless, without limitations, the Authority and the State of New York. (Copy of agreement attached)

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

01/02/19
Date

MEV/tm

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING THE PURCHASE OF TEN (10) SNOW PLOWS WITH ATTACHMENTS BEAM MACK/VIKING FOR THE DEPARTMENT OF PUBLIC WORKS AS PART OF THE 2020/2021 DEPARTMENT OF PUBLIC WORKS CAPITAL EQUIPMENT PROGRAM

BE IT ORDAINED, that this Common Council hereby authorizes the purchase of ten (10) snowplows with attachments Beam Mack/Viking as identified in the attached Schedule "A". for the Department of Public Works as part of the 2020/2021 Department of Public Works Capital Equipment Program at a total cost not to exceed $2,150,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; charging the cost thereof to proceeds of the sale of bonds in the amount of $2,150,000.00 authorized contemporaneously herewith by ordinance of this Common Council; and

BE IT FURTHER ORDAINED, that the cost of five (5) of the snow plows being purchased will be reimbursed through the CHIPS Program.

Schedual "A"

SCHEDULE DPW EQUIPMENT 20/21

Proposed Equipment	Estimated Cost	Replacement/New	Total
10- Snow Plows with equip-Beam Mack/Viking	215,000.00	NEW	2,150,000.00
			2,150,000.00

Ordinance No. 2020

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS ($2,150,000.00) TO DEFRAY THE COST AND EXPENSE OF THE 2020/2021 DEPARTMENT OF PUBLIC WORKS CAPITAL EQUIPMENT PROGRAM

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the 2020/2021 Department of Public Works Capital Equipment Program which calls for the purchase of ten (10) snow plows with attachments beam Mack/Viking for the Department of Public Works as part of the 2020/2021 Department of Public Works Capital Equipment Program, at a cost not to exceed Two Million One Hundred Fifty Thousand Dollars ($2,150,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Million One Hundred Fifty Thousand Dollars ($2,150,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Million One Hundred Fifty Thousand Dollars ($2,150,000.00), thereby providing such sum for all the maximum cost of such

specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 28 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is fifteen (15) years.

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

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance

Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is

hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

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

Section 11. This ordinance shall take effect immediately.

Schedual "A"

SCHEDULE DPW EQUIPMENT 20/21

Proposed Equipment	Estimated Cost	Replacement/New	Total
10- Snow Plows with equip-Beam Mack/Viking	215,000.00	NEW	2,150,000.00
			2,150,000.00

19-20

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 20, 2019

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Legislation: 2020/2021 DPW Capital Equipment

Dear Mr. Copanas:

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

- Ordinance authorizing the sale and issuance of bonds to defray the costs of the 2020/2021 DPW Capital Equipment Program at a cost not to exceed $2,150,000.

- Ordinance authorizing the Department of Public Works to proceed with the 2020/2021 DPW Capital Equipment Program at a cost not to exceed $2,150,000

The vehicles that will be purchased through this program are listed in the attached "Schedule A." The cost of five of the snow plows being purchased will be reimbursed through our CHIPS program. The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Very truly yours,

Ann Fordock
Deputy Commissioner of Public Works

JR/li
Cc: Luke Mielnicki, MEM-DPW
Lori Iauco, Fiscal Officer-DPW
Robin Macri, Secretary to the 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.syrgov.net

City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date: 01/01/20	Department: Public Works
Project Name: 2020/2021	
Project Cost:	
Contact Name: Jeremy Robinson, Commissioner	
Project Description: 10-Snow Plows with Attachments Beam Mack/Viking	

Projected Time Line & Funding Source(s)

Estimated Start Date: 1/1/2020 Estimated Completion Date: 10/1/2020

Funding Source:		Dollar Amount:
Local Share: Cash Capital		
Local Share: Bonds (complete schedule below)		2,150,000.00
State Aid/Grant (identify)		
Federal Aid/Grant (identify)		
Other (identify)	NYS CHIPS REIMBURSEMENT	($1,075,000.00)
Other (identify)		
	Total Project Funding (must equal cost):	$1,075,000.00

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2021	2,150,000
2		
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes: No: Reason("No"):

Director of Administration: _____ Date: 30 DEC 2019

Director of Management & Budget: Mary E. Vossler Date: 12-30-19

Commissioner of Finance: _____ Date: 12-30-19

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 785-2017 AS LAST AMENDED BY ORDINANCE NO. 453-2019 AUTHORIZING A CONTRACT WITH C&S ENGINEERS, INC. RELATIVE TO PROVIDING PRELIMINARY DESIGN SERVICES AND FINAL DESIGN SERVICES FOR THE HIAWATHA BOULEVARD BRIDGE SIDEWALK IMPROVEMENT PROJECT, PIN 3755.84 TO ADD CONSTRUCTION INSPECTION SERVICES

BE IT ORDAINED, that Ordinance No. 785-2017, as last amended by Ordinance No. 453-2019, is hereby amended to read as follows:

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

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

(1) C&S Engineers, Inc. shall provide all required preliminary design services and final design services to produce preliminary design plans and final design plans, and construction inspection services for the Hiawatha Boulevard Bridge Sidewalk Improvement Project (PIN No. 3755.84);

(2) The City shall pay to C&S Engineers, Inc. an amount not to exceed $559,000.00* ($173,500.00 for preliminary design services, $106,000.00 for final design services, $24,500.00 for additional final design services necessary due to expansion of the Project limits, and $255,000.00 for construction inspection services) for all services under this agreement to be paid on a time-and-expense basis;

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Capital Account #599807.07.701243000 with subsequent reimbursement of 80% of the cost from the Federal government through the Transportation Improvement Program (TIP).

_____ = new material

* previously read $304,000.00

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DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

December 16, 2019

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

Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 785-2017 as last Amended by Ordinance No. 453-2019 Authorizing Consultant Agreement with C&S Engineers Inc. for Preliminary, Final Design & additional Final Design Services Phases Fee for the Hiawatha Boulevard Bridge Sidewalk Improvement Project, PIN 3755.84. Amend to provide Construction Inspection Services.

Dear Mr. Copanas:

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

An Ordinance amending Original Ordinance No. 785-2017 as last Amended by Ordinance No. 453-2019 to include additional costs in the amount of $255,000.00 with C&S Engineers, Inc. to provide Construction Inspection Services associated with the construction of the Hiawatha Boulevard Bridge Sidewalk Improvement Project, resulting in a total fee not to exceed of $559,000.00 (the previous agreement amount was for a total fee not to exceed of $304,000.00). The total not to exceed fee will be paid on a time and expense basis for all Construction Inspection services for the Hiawatha Boulevard Sidewalk Improvement Project, PIN 3755.84.

This project is being funded 80% with federal funds and 20% with existing local capital account funds previously authorized. The preliminary & detail design phase are receiving Marchiselli funding. Costs will be charged to Capital Account No. 599807.07.701243000.

The selection of the consultant was completed following the federal and state procedures for professional services and in accordance with the City's RFQ procedures. The RFQ Committee made the recommendation of C&S Engineers, Inc. to the Mayor, and the Mayor approved of the selection of C&S Engineers, Inc. on May 3, 2017. Per the attached memorandum, the Mayor further approved the not-to-exceed fee.

Please let me know if you have any questions related to this request.
Very Truly Yours,

Mary E. Robison

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

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

www.syrgov.net

DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

TO: Ben Walsh, Mayor

ATTN: Mary A. Vossler, Budget Director, Office of Management & Budget

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

DATE: 16 December, 2019

RE: **MEMORANDUM OF APPROVAL – C&S ENGINEERS INC. CONSTRUCTION INSPECTION SERVICE FEE FOR HIAWATHA BOULEVARD BRIDGE SIDEWALK IMPROVEMENT PROJECT, PIN 3755.84.**

On May 03, 2017 Stephanie A. Miner approved the selection of C&S Engineers, Inc. for the preliminary & detail design services of the Hiawatha Boulevard Bridge Sidewalk Improvement Project, PIN 3755.84 for a not to exceed fee of $173,500.00. On July, 2019, you approved an amended fee to include final design services for a not to exceed fee of $304,000.00. We have now completed the negotiations of the scope of services and fee with C&S Engineers, Inc. for Construction Inspection Services.

We have negotiated an estimated maximum total cost not to exceed of $255,000.00 for C&S Engineers, Inc. to complete the construction inspection services of this project as detailed in their scope of services. Therefore, we would like to amend C&S Engineers, Inc. contract by $255,000.00 for a total not to exceed fee of $559,000.00.

Please advise if you approve C&S Engineers, Inc. proposed total additional fee not to exceed $255,000.00 for construction inspection services during the construction of the Hiawatha Boulevard Bridge Sidewalk Improvement Project, PIN 3755.84.

If you approve of for C&S Engineers, Inc. fee, we will present this to the Common Council for its 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.syrgov.net

YES ✓ NO_____

Comments: _____

_____

Signature: _____ Date: 12/30/19

Please return document to Mirza Malkoc, Department of Engineering.

Ordinance No. 2020

ORDINANCE APPROPRIATING FUNDS FOR THE DEPARTMENT OF ENGINEERING FOR THE PURCHASE OF ONE NEW PLOTTER - SCANNER IN AN AMOUNT NOT TO EXCEED $28,000

BE IT ORDAINED, that this Common Council hereby appropriates the sum of $28,000.00 from the 2019/2020 Cash Capital Account #599007.01.99999 to an appropriate account as designated by the Commissioner of Finance for the Department of Engineering; said funds are to be utilized for the purchase of one new Plotter/Scanner for the Department of Engineering, in the manner provided by law.

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DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

23 December 2019

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

Request for Legislation: 2019/2020 Engineering Equipment Request

Dear Mr. Copanas:

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

Appropriate funds from 2019-2020 Cash Capital Account No. 599007.01.99999 to the Department of Engineering for the purchase of one new plotter/scanner in the amount not to exceed $28,000. We need to replace our plotter/scanner as our current plotter/scanner is outdated and frequently breaks down. We are also no longer able to get a maintenance contract as equipment parts are not available for the scanner. Funds to be deposited in an account authorized by the Commissioner of Finance to an account within the Department of Engineering.

The plotter/scanner allows us to scan large plans/surveys and print out plans/surveys for the Department of Engineering and other departments as needed.

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

Very truly yours,

Mary E. Robison

Mary E. Robison, P.E.
City Engineer

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

www.syrgov.net

City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	12/23/19	Department:	Engineering
Project Name:	2019/2020		
Project Cost:	$28,000		
Contact Name:	Mary Robison, PE		
Project Description:	Replace one plotter/scanner for the Mapping Division.Our current plotter/scanner is outdated and frequently breaks down. We are no longer able to get a maintenance contract as equipment is no longer serviceable.		

Projected Time Line & Funding Source(s)

Estimated Start Date: Winter 2020 Estimated Completion Date: as required

Funding Source:	**Dollar Amount:**
Local Share: Cash Capital	$28,000
Local Share: Bonds (complete schedule below)	$0
State Aid/Grant (identify)	$0
Federal Aid/Grant (identify) (TIP)	$0
Other (identify) Syracuse University	$0
Other (identify) Onondaga County	$0
Total Project Funding (must equal cost):$	$28,000

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	0	$0
2	0	$0
3	0	
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)	$	$0

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes X No Reason("No"):

Director of Administration: _____ Date: 28 DEC 2019

Director of Management & Budget: Mary E. Vossler Date: 12-23-19

Commissioner of Finance: _____ Date: 12-24-19

Ordinance No. 2020

ORDINANCE AUTHORIZING A CONTRACT WITH CORNELL COOPERATIVE EXTENSION OF ONONDAGA COUNTY RELATIVE TO PROVIDING WATER QUALITY EDUCATION PROGRAM AND FARM BUSINESS MANAGEMENT SERVICES FOR THE SKANEATELES LAKE WATERSHED

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

WHEREAS, the Mayor has approved the retention of Cornell Cooperative Extension of Onondaga County, under the following terms:

(1) Cornell Cooperative Extension of Onondaga County shall provide required water quality education program and farm business management services for the Skaneateles Lake Watershed;

(2) This agreement shall be for a one-year period from January 1, 2020 to December 31, 2020;

(3) The City shall pay to Cornell Cooperative Extension of Onondaga County an amount not to exceed $96,178.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account No. 05.83350.541500 (Skaneateles Watershed Program) or such other account designated by the Commissioner of Finance.

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DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph Awald, PE
Commissioner

John Walsh
Deputy Commissioner

December 20, 2019

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

RE: Contract with Cornell Cooperative Extension of Onondaga County for a Water Quality Education Program and Farm Business Management Services

Dear Mr. Copanas:

I request that you place the above-referenced item on the Common Council agenda for the next meeting. The legislation is to authorize the Water Department to enter into a one (1) - year agreement with Cornell Cooperative Extension of Onondaga County to provide a Water Quality Education program and Farm Business Management Services for the period January 1, 2020 to December 31, 2020, for a total amount not to exceed $96,178. Expenditures will be charged to water account (05) 83350 Skaneateles Watershed Program #541500.

The program delivers a water quality education program in the Skaneateles Lake watershed and provides business management assistance for whole farm planning. This public education program and assistance to whole farm planning partially fulfills the requirements for a continuing filtration waiver issued by the NYS Department of Health.

Sincerely,

Joseph Awald, P.E.
Commissioner

Department Of Water
101 North Beech Street
Syracuse, N.Y. 13210

Office 315 448-8340
Fax 315 473-2608

www.syrgov.net

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management & Budget
DATE: December 31, 2019
SUBJECT: Agreement with Cornell Cooperative Extension of Onondaga County

On behalf of the Department of Water, I am requesting to enter into a one (1) year agreement with Cornell Cooperative Extension of Onondaga County to provide a Water Quality Education program and Farm Business Management Services for the period January 1, 2020 to December 31, 2020, for a total amount not to exceed $96,178. Expenditures will be charged to water account (05) 83350 Skaneateles Watershed Program #541500.

The program delivers a water quality education program in the Skaneateles Lake watershed and provides business management assistance for whole farm planning. This public education program and assistance to whole farm planning partially fulfills the requirements for a continuing filtration waiver issued by the NYS Department of Health.

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

01/02/19
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

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Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 953-2015 AUTHORIZING CONTRACT WITH DAVIS VISION RELATIVE TO PROVIDING A VISION PLAN FOR ACTIVE CITY OFFICERS AND EMPLOYEES

BE IT ORDAINED, that Ordinance No. 953-2015 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Davis Vision, for a new four (4) year agreement, under the following terms:

(1) Davis Vision will provide and administer a vision plan for active City officers and employees in accordance with the terms and conditions of the approved vision plan;

(2) The term of the agreement with Davis Vision will be four (4) years from January 1, 2016 through December 31, 2019; this Agreement is hereby extended for an additional three month period from January 1, 2020 through March 31, 2020.

(3) The City shall pay to Davis Vision an annual amount currently estimated as a not to exceed amount of $335,000.00 for all services for 2016 and 2017 based on a rate of $6.91 per month for individual coverage and $17.96 per month for family coverage for eligible officers and employees and an annual amount currently estimated as a not to exceed amount of $350,000.00 for all services for 2018 and 2019 based on a rate of $7.16 per month for individual coverage and $18.59 per month for family coverage for eligible officers and employees; the cost schedule for the extension shall be the same as for the original agreement as detailed in this paragraph; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that the Vision Plan coverage will be provided to all active officers and employees, except as provided hereinbelow, who have current health insurance coverage

and have accepted the changes to the benefits plan pursuant to a collective bargaining agreement or who otherwise are covered officers and employees; and

BE IT FURTHER ORDAINED, that the term "active officers and employees" for purposes of Vision Plan coverage pursuant to this ordinance shall include eligible active and new officers and employees who have current health insurance coverage, except for School Crossing Guards; and

BE IT FURTHER ORDAINED, that the Vision Plan authorized herein shall not be provided to or applicable to any retirees who retired prior to the effective date of this ordinance or any active officers and employees who retire subsequent to the effective date of this ordinance; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #590600.01.90600.

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OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 9, 2019

Donna D. Briscoe
Assistant Director

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

Re: Request For Legislation

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing a 3-month extension with Davis Vision for vision services, which expires on December 31, 2019.

During this extension the City will award the new RFP. All other contract terms will remain the same.

The expenditures for this proposed extension will be paid from Budget Account #590600.01.90600.

Sincerely,

Donna D. Briscoe

Donna D. Briscoe
Interim Director of Personnel & Labor Relations

cc: File

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

Office 315 448-8780
Fax 315 448-8761

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Extension Agreement with Davis Vision

On behalf of the Office of Personnel and Labor Relations, I am requesting that the City of Syracuse enter into a 3 month extension agreement with Davis Vision for vision services, which expires on December 31, 2019. The 3 month extension will be from January 1, 2020 through March 31, 2020.

During this extension the City will award the new RFP. All other contract terms will remain the same.

The expenditures for this proposed extension will be paid from Budget Account #590600.01.90600.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

01/02/19
Date

MEV/tm
cc: Donna D. Briscoe, Interim Director of Personnel & Labor Relations

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE # 909-2017 TO AUTHORIZE A CONTRACT AMENDMENT WITH UMR (FORMERLY POMCO, INC.) RELATIVE TO PROVIDING THIRD PARTY ADMINISTRATION SERVICES FOR MEDICAL AND DENTAL INSURANCE FOR THE CITY OF SYRACUSE AMEND TO AUTHORIZE FINAL ONE YEAR RENEWAL FOR THE PERIOD 1-1-2020 THRU 12-31-20

BE IT ORDAINED THAT ORDINANCE #909-17 IS AMENDED AS FOLLOWS:

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

WHEREAS, the Mayor has approved the retention of UMR (formerly POMCO, Inc.), under the following terms:

(1) UMR (formerly POMCO, Inc.) shall provide third party administration services for medical and dental insurance for the City of Syracuse for all currently enrolled active officers and employees and for new eligible officers and employees and retirees under age sixty-five (65);

(2) The duration of this agreement shall be for two years effective as of January 1, 2018, with an option for the City of Syracuse to renew for one (1) additional one-year term, subject to necessary approvals by the Mayor and Common Council for the City;

(3) The City shall pay to UMR (formerly POMCO, Inc.) an estimated amount not to exceed $1,000,000 annually for all services to be performed pursuant to the terms of the agreement and in accordance with the proposed fee schedule per enrollee attached hereto as Appendix "A";

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, be and she hereby is authorized to execute such amended agreement, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all active officers and employees of the City of Syracuse who are currently covered by health insurance benefits and dental insurance benefits, either pursuant to a collective bargaining agreement or otherwise, and all new officers and employees of the City of Syracuse and eligible for health insurance coverage who are enrolled for health insurance coverage shall be covered by the City of Syracuse health insurance program administered by UMR (formerly POMCO, Inc.) as of January 1, 2020; and

BE IT FURTHER ORDAINED, that the health insurance program and the dental insurance program administered by UMR (formerly POMCO, Inc.) shall also cover any current retirees and future retirees of the City of Syracuse who are under age sixty-five (65); and

BE IT FURTHER ORDAINED, that all costs associated with this agreement for health and dental insurance administration shall be charged to City of Syracuse Hospital, Medical, Surgical Insurance Account #590600.01.90600.

BE IT FURTHER ORDAINED, that the aforementioned agreement is hereby renewed, subject to the approval of the Mayor, for a one year period (January 2020 through December 2020) with all terms and conditions remaining the same.

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OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Assistant Director

December 27, 2019

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

RE: Legislation authorizing a one (1) final renewal option with UMR (formerly POMCO) for Third Party Administrative Services for the City of Syracuse Health Plans

Dear Mr. Copanas:

On behalf of the Office of Personnel and Labor Relations, please prepare legislation to be introduced at the next Common Council meeting authorizing **the final renewal option** with UMR (formerly POMCO). This agreement will begin **January 1, 2020 thru December 31, 2020**.

All other contract terms will remain the same.

Total City medical and dental administrative costs not to exceed approximately $1,000,000 annually will be charged to Hospital, Medical, Surgical Insurance Account #590600.01.90600.

Sincerely,

Donna D. Briscoe

Donna D. Briscoe
Interim Director of Personnel & Labor Relations

cc: Mary E. Vossler, Director of Budget
File

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

Office 315 448-8780
Fax 315 448-8761

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18

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Extension Agreement UMR (formerly POMCO)

The Office of Personnel and Labor Relations is requesting to exercise the final renewal option with **UMR (formerly POMCO)** for a one year period beginning January 1, 2020 through December 31, 2020.

All other contract terms will remain the same.

Total City medical and dental administrative costs not to exceed approximately $1,000,000 annually will be charged to Hospital, Medical, Surgical Insurance Account #590600.01.90600.

If you agree to extend the agreement with **UMR**, please indicate so 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

01/02/19
Date

/tm

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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Ordinance No. 2020

ORDINANCE AUTHORIZING CONTRACT WITH WELLNOW URGENT CARE, FORMERLY KNOWN AS FIVE STAR OCCUPATIONAL MEDICAL SERVICES, RELATIVE TO PROVIDING FEDERAL AND NEW YORK STATE DRUG AND ALCOHOL TESTING 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, the Mayor has approved the retention of WellNow Urgent Care ("WellNow"), formerly known as Five Star Occupational Medical Services, under the following terms:

(1) WellNow shall provide all required Federal and New York State drug and alcohol testing services for all City employees who operate commercial vehicles and who are required to possess a commercial driver's license (CDL) or are in safety sensitive positions;

(2) The term of the contract shall be for five (5) years commencing on the date of execution and the parties agree that the contract may be extended for up to two (2) additional one-year periods subject to approval by the company and approval by the Mayor and Common Council;

(3) The City shall pay to WellNow an amount not to exceed $30,958.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Special Objects Budget Account #595950.01.90000 or such other appropriate account as determined by the Commissioner of Finance.

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OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Assistant Director

December 27, 2019

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

RE: LEGISLATION AUTHORIZING AN AGREEMENT FOR FEDERAL DRUG AND ALCOHOL TESTING PROGRAM

Dear Mr. Copanas:

On the behalf of the Office of Personnel and Labor Relations, please prepare legislation to be introduced at the next Common Council meeting authorizing the City to enter into a five (5) year contract with WellNow Urgent Care, formerly Five Star Occupational Medical Services which was formerly Industrial Medical Associates, P.C. (IMA)) (hereinafter "WellNow". WellNow will provide the City with Drug and Alcohol Testing services related to the City's required compliance with Federal and State Department of Transportation directives. The testing is required for drug and alcohol testing of employees who are in a safety sensitive position or require a Commercial Driver's License for their job title.

WellNow has provided the City with these services for several years. They are conveniently located near the two most prevalent users of their services: the Department of Public Works and the Water Department. In addition, the City has received very positive feedback from the drug and alcohol testing administrators for their efficiency and willingness to accommodate the needs of the City.

The initial contract period for these services will begin from the date of execution and continue for a period of five (5) years. It also can be extended for an additional two (2) one (1) year periods, upon agreement by the Mayor and the Common Council.

Expenditures for the initial five year period are estimated not to exceed **$30,958.00** per year. This expenditure will be charged to Special Objects Budget Account **#595950.01.90000**.

Sincerely,

Donna D. Briscoe
Interim Director of Personnel & Labor Relations

cc: Mary Vossler, Budget Director
File

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

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management & Budget
DATE: December 31, 2019
SUBJECT: Contract – Federal Drug & Alcohol Testing

On behalf of the Office of Personnel & Labor Relations, I am requesting to enter into a five (5) year contract with **WellNow Urgent Care**, formerly Five Star Occupational Medical Services which was formerly Industrial Medical Associates, P.C. (IMA) (hereinafter "WellNow"). WellNow will provide the City with Drug and Alcohol Testing services related to the City's required compliance with Federal and State Department of Transportation directives. The testing is required for drug and alcohol testing of employees who are in safety sensitive position or require a Commercial Driver's License for their job title.

WellNow has provided the City with these services for several years. They are conveniently located near the two most prevalent users of their services: the Department of Public Works and the Water Department. In addition, the City has received very positive feedback from the drug and alcohol testing administrators for their efficiency and willingness to accommodate the needs of the City.

The initial contact period for these services will begin from the date of execution and continue for a period of five (5) years. It also can be extended for an additional two (2) one (1) year periods, thereafter upon mutual consent.

Expenditures for the initial five year period are estimated not to exceed $30,958.00 per year. This expenditure will be charged to Special Objects Budget Account #595950.01.90000.

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

01/02/19
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING MAYOR TO ENDORSE AN APPLICATION BY SUNY UPSTATE MEDICAL UNIVERSITY'S PEDIATRIC AND ADOLESCENT CENTER TO THE COMMUNITY ACCESS TO CHILD HEALTH (CATCH) PROGRAM FOR A GRANT TO SUPPORT A COMMUNITY HEALTH AND WELLNESS PROGRAM IN THE CITY OF SYRACUSE 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 endorse an application by SUNY Upstate Medical University's Pediatric and Adolescent Center to the Community Access to Child Health (CATCH) Program for a grant in an amount not to exceed $10,000.00; if awarded the funds will be used to support a Family Walking and Health Education Program to be held along the Onondaga Creekwalk at Kirk Park, or a similar location, between June 1, 2020 and October 31, 2020; the program will be in collaboration with the City of Syracuse Department of Parks, Recreation and Youth Programs; all grant funds will be dispersed to and expensed by Upstate Medical University in support of the Program; 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 associated with the grant as necessary, including but not limited to an agreement with Upstate Medical University's Pediatric and Adolescent Care Center with respect to the Family Walking and Health Program, the terms and conditions of any agreement are subject to the approval of the Corporation Counsel.

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DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next scheduled meeting of the Common Council authorizing the City of Syracuse Department of Parks, Recreation, and Youth Programs to endorse an application by SUNY Upstate Medical University's Pediatric and Adolescent Center to the Community Access to Child Health (CATCH) Program for grant funds to support a community health and wellness program in the City of Syracuse, and if awarded, to enter into an agreement with SUNY Upstate Medical University to jointly administer the program.

The amount of the grant will not exceed $10,000 and funds will be used by Upstate Medical University to support of a Family Walking and Health Education Program to be held along the Onondaga Creekwalk at Kirk Park (or similar location) between June 1, 2020 and October 31, 2020, in collaboration with the City of Syracuse Department of Parks, Recreation, and Youth Programs . All grant funds will be dispersed to and expensed by Upstate Medical University in support of the Program. No funds will be dispersed to the City of Syracuse, and no matching funds are required.

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 761-2017 AUTHORIZING CONTRACT WITH DAVEY RESOURCES GROUP RELATIVE TO PROVIDING PROJECT MANAGEMENT OF AN URBAN FOREST MASTER PLANNING PROCESS FOR THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS

BE IT ORDAINED, that Ordinance No. 761-2017 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Davey Resources Group, under the following terms:

(1) Davey Resources Group shall provide all required project management services for an urban forest master planning process for the Department of Parks, Recreation and Youth Programs which will include reviewing existing City policies, regulations, and forest operations, providing technical guidance for the public input process, and assist the City in the development and release of a new master plan and tree ordinance;

(2) The term of the contract shall be for a period of two years effective on the date of execution; the contract term is hereby extended until October 1, 2020.

(3) The City shall pay to Davey Resources Group an amount not to exceed $80,385.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Capital Account #'s 07.599807.700377015.70205 and 07.599807.700377017.70205, or another appropriate account as designated by the Commissioner of Finance.

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SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

January 3, 2020

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next regular meeting of the Common Council to amend ordinance 761-2017 to extend the end dates of Contract #17-149A with Davey Resource Group for an urban forest master planning process. The original end date was December 12, 2019. The new end date is October 1, 2020. No additional monies are requested and no new deliverables are proposed. The total amount is not to exceed $80,385. The expenses will be charged to Capital Account #'s 07.599807.700377015.70205 and 07.599807.700377017.70205 or another appropriate account as designated by the Commissioner of Finance.

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

Sincerely,

Julie LaFave
Deputy Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Amend Ordinance with Davey Resources Group

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse amend ordinance #761-2017 to extend the end date of Contract #17-149A. The original end date was December 12, 2019. The new end date is October 1st, 2020. No additional monies are requested and no new deliverables are proposed.

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

01/02/19
Date

/tm
cc: Julie LaFave, Commissioner, Department of Parks, Recreation & Youth Programs
File

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 312-2018 AUTHORIZING PURCHASE, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, OF ICE SKATE RENTAL AND THE SHARPENING OF EQUIPMENT FOR THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS DURING THE FISCAL YEAR 2018/2019

BE IT ORDAINED, that Ordinance No. 312-2018 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of ice skate rental and the sharpening of equipment from McKie Sports for the Department of Parks, Recreation and Youth Programs during the fiscal year 2018/2019 at a cost not to exceed $3,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as McKie Sports is the only vendor capable of providing this service at this price; and

BE IT FURTHER ORDAINED, that the rental fee will include up to twelve (12) grinding wheels, six (6) diamond dressing tools, and felt pads for the skate clamps, as well as training for staff members at the company's location on State Fair Boulevard; and

BE IT FURTHER ORDAINED, that this agreement shall be for the period from July 1, 2018 through June 30, 2019, with the right of the City to two (2) additional one-year extension options, subject to the approval of the Mayor and the Common Council; the agreement is hereby extended for the first one year extension option for the period from July 1, 2019 through June 30, 2020, with one (1) remaining one year extension option subject to the approval of the Mayor and the Common Council; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said ice skate rental and the sharpening of equipment at a cost not to exceed $3,000.00, charging the cost thereof to Budget Account #01.71400.540552 <u>or another appropriate account as designated by the Commissioner of Finance</u>.

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SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

December 17, 2019

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please amend Ordinance 312-2018 to extend the term of the contract with McKie Sports from July 1, 2019 to June 30,2020. This is the first of two one-year options. The terms and conditions will remain the same.

The cost of this contract will not exceed $3,000. All expenditures will still be charged to account #01.71400.540552.

Please contact me if you have any questions.

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 31, 2019
SUBJECT: Amend Ordinance with McKie Sports

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse amend ordinance #312-2018 to extend the term of the contract with McKie Sports from July 1, 2019 to June 30, 2020. This is the first of two one-year options. The terms and conditions will remain the same.

The cost of this contract will not exceed $3,000. All expenditures will still be charged to account #01.71400.540552.

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

01/02/19
Date

/tm
cc: Julie LaFave, Commissioner, Department of Parks, Recreation & Youth Programs
File

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF ONE MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS ($1,480,000.00) TO DEFRAY THE COST AND EXPENSE OF THE 2020/2021 FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the 2020/2021 Fire Department Apparatus Replacement Program which calls for the purchase of two (2) refurbished 50 foot, 2000 gpm Telesquirt Fire Engines for the Department of Fire as part of the 2020/2021 Fire Department Apparatus Replacement Program, at a cost not to exceed One Million Four Hundred Eighty Thousand Dollars ($1,480,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Million Four Hundred Eighty Thousand Dollars ($1,480,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of One Million Four Hundred Eighty

Thousand Dollars ($1,480,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

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

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

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale

and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law.. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately

required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

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

Section 11. This ordinance shall take effect immediately.

Ordinance No. 2020

ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) REFURBISHED 50 FOOT, 2000 GPM TELESQUIRT FIRE ENGINES FROM SPARTAN/LADDER TOWER CO. FOR THE DEPARTMENT OF FIRE AS PART OF THE 2020/2021 FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

BE IT ORDAINED, that this Common Council hereby authorizes the purchase of two (2) refurbished 50 foot, 2000 gpm Telesquirt Fire engines from Spartan/Ladder Tower Co. for the Department of Fire as part of the 2020/2021 Fire Department Apparatus Replacement Program at a total cost not to exceed $1,480,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; charging the cost thereof to proceeds of the sale of bonds in the amount of $1,480,000.00 authorized contemporaneously herewith by ordinance of this Common Council.

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SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Michael J. Monds
Chief of Fire

Steven P. Evans
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
Jeffrey Kite
John Kane

December 16, 2019

John P. Copanas
City Clerk
230 City Hall

Sir,

The Department of Fire requests the preparation of legislation for submission to the Common Council for action at their next scheduled meeting to appropriate the following funds from the 2020-2021 Capital Improvement Plan:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2020/2021 Fire Department Apparatus replacement program at a cost not to exceed $1,480,000.

- Ordinance to authorize the Fire Department to proceed with the 2020/2021 Apparatus replacement program at a cost not to exceed $1,480,000.

It is the intent of the Department of Fire to utilize these funds to purchase two (2) refurbished 50 foot, 2000 gpm Telesqurt Fire Engines from Spartan / Ladder Tower Co. These funds are to be appropriated to a capital account determined by the Commissioner of Finance to account for the costs of this program.

Respectfully Submitted,

Michael J. Monds
Chief of Fire

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

Office 315 473 5525
Fax 315 422 7766

www.syrgov.net

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	December 30, 2019
Project Name:	20/21 Fire Apparatus Replacement (Engines)
Project Cost:	$ 1,480,000.00
Contact Name:	Chief Michael J. Monds
Project Description:	Purchase of two (2) Telesqurt Fire Engines (at $740,000 each)

Projected Time Line & Funding Source(s)

Estimated Start Date: 1/15/2020 Estimated Completion Date: 6/30/2021

Funding Source:	**Dollar Amount:**
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	$1,480,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Total Project Funding (must equal cost):	$1,480,000

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2020	$ -
2	2021	$ 1,480,000.00
3		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes X No _____ Reason("No"):

Director of Administration: _____ Date: 30 DEC 2019

Director of Management & Budget: Mary E Vossler Date: 12-30-19

Commissioner of Finance: _____ Date: 12-30-19

Ordinance No. 2020

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF TWO MILLION TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED THIRTY DOLLARS ($2,272,530.00) TO DEFRAY THE COST AND EXPENSE OF THE 2020/2021 FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the 2020/2021 Fire Department Apparatus Replacement Program which calls for the purchase of two (2) Custom SP95 Aerial Towers from the Sutphen Corporation for the Department of Fire as part of the 2020/2021 Fire Department Apparatus Replacement Program, at a cost not to exceed Two Million Two Hundred Seventy-Two Thousand Five Hundred Thirty Dollars ($2,272,530.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Million Two Hundred Seventy-Two Thousand Five Hundred Thirty Dollars ($2,272,530.00) is estimated as the maximum total cost of the specific objects or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance

and sale of bonds of the City of Syracuse in the principal sum of Two Million Two Hundred Seventy-Two Thousand Five Hundred Thirty Dollars ($2,272,530.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

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

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

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support,

and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

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

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

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

of said City for the year.

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

Section 11. This ordinance shall take effect immediately.

Ordinance No. **2020**

ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) CUSTOM SP95 AERIAL TOWERS FROM SUTPHEN CORPORATION FOR THE DEPARTMENT OF FIRE AS PART OF THE 2020/2021 FIRE DEPARTMENT APPARATUS REPLACEMENT PROGRAM

BE IT ORDAINED, that this Common Council hereby authorizes the purchase of two (2) Custom SP95 Aerial Towers from Sutphen Corporation for the Department of Fire as part of the 2020/2021 Fire Department Apparatus Replacement Program at a total cost not to exceed $2,272,530.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; charging the cost thereof to proceeds of the sale of bonds in the amount of $2,272,530.00 authorized contemporaneously herewith by ordinance of this Common Council.

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SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Michael J. Monds
Chief of Fire

Steven P. Evans
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
Jeffrey Kite
John Kane

December 16, 2019

John P. Copanas
City Clerk
230 City Hall

Sir,

The Department of Fire requests the preparation of legislation for submission to the Common Council for action at their next scheduled meeting to appropriate the following funds from the 2020/2021 Capital Improvement Plan:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2020/2021 Fire Department Apparatus replacement program at a cost not to exceed $2,272,530.

- Ordinance to authorize the Fire Department to proceed with the 2020/2021 Apparatus replacement program at a cost not to exceed $2,272,530.

It is the intent of the Department of Fire to utilize these funds to purchase two (2) SP95 Aerial Towers from Sutphen Corporation. These funds are to be appropriated to a capital account determined by the Commissioner of Finance to account for the costs of this program.

Respectfully Submitted,

Michael J. Monds
Chief of Fire

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

Office 315 473 5525
Fax 315 422 7766

www.syrgov.net

City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	December 30, 2019
Project Name:	20/21 Fire Apparatus Replacement (Aerial Towers)
Project Cost:	$ 2,272,530.00
Contact Name:	Chief Michael J. Monds
Project Description:	Purchase of two (2) Aerial Towers (at $1,136,265 each)

Projected Time Line & Funding Source(s)

Estimated Start Date: 1/15/2020 Estimated Completion Date: 6/30/2021

Funding Source:	**Dollar Amount:**
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	$2,272,530
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Total Project Funding (must equal cost):	$2,272,530

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2020	$ -
2	2021	$ 2,272,530.00
3		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes X No _____ Reason("No"):

Director of Administration: _____ Date: 30 DEC 2019

Director of Management & Budget: Mary E. Vossler Date: 12-30-19

Commissioner of Finance: _____ Date: 12-30-19

SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Michael J. Monds
Chief of Fire

Steven P. Evans
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
Jeffrey Kite
John Kane

To: Mary Vossler, Director of Management & Budget

From: Michael J. Monds, Chief of Fire

Date: December 19, 2019

RE: Waiver of Competitive Bid Request

The Department of Fire requests the preparation and submission of the legislation for a Waiver of Competitive Bid (WCB) to be introduced at the next Common Council Meeting which would allow for the purchase of two (2) Sutphen Custom Aerial Towers from Sutphen Corporation.

The Syracuse Fire Department has eight (8) other vehicles of this type. The standardization of the Department equipment is very important to allow all firefighters in an emergency situation to be able to cross use these aerial platforms and to be familiar with the standard functions and operations of them.

The total purchase price of two (2) Sutphen Custom Aerial Towers will not exceed $2,272,530. Legislation has been requested for the Common Council to authorize the bonding and purchase of these apparatus.

Respectfully Submitted,

Michael J. Monds
Chief of Fire

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

Office 315 473 5525
Fax 315 422 7766

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SYRACUSE UNIVERSITY WITH RESPECT TO THE REGULATION AND MANAGEMENT OF TRAFFIC AT THE CARRIER DOME STADIUM, SYRACUSE UNIVERSITY, SYRACUSE, NEW YORK

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 an agreement with Syracuse University with respect to the regulation and management of traffic at the Carrier Dome Stadium, Syracuse University; said agreement shall provide that the City shall provide the manpower reasonably necessary to direct, control and manage traffic at, or in the vicinity of, the Carrier Dome before, during and after covered Carrier Dome events and enforce parking regulations in the area surrounding the Carrier Dome; the University shall reimburse the City each year for traffic control costs to the extent that such costs exceed the City share established each year during the term of this agreement; and said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that said agreement shall be for the period of July 1, 2019 through June 30, 2024; and

BE IT FURTHER ORDAINED, that said agreement shall be subject to necessary approval by Syracuse University.

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DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

Kristen E. Smith
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Christina F. DeJoseph
Senior Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Catherine E. Carnrike
Meghan E. Ryan
Amanda R. Harrington
John C. Black Jr.
Kathryn M. Ryan
Ramona L. Rabeler
Todd M. Long
Sarah A. Lafen
Mary L. D'Agostino

January 2, 2020

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

Re: Request for Legislation: City-Syracuse University Dome Traffic Control Agreement

Dear Mr. Copanas:

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

- Ordinance authorizing a Dome Traffic Control Agreement with Syracuse University for the years 2019-2024. The City shall provide the workforce and resources necessary to control traffic generated by Dome events and will enforce parking regulations in the area surrounding the Dome.
- The University shall pay the City for all workforce costs necessary to direct and control traffic and parking at the Dome.

This agreement has been revised to remove $100,000 of City costs.

Thank you for your assistance in this matter.

Sincerely,

Kristen E. Smith
Corporation Counsel

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

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

www.syrgov.net

Service of papers or process by facsimile or other electronic method is not acceptable.

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: January 3, 2020
SUBJECT: Agreement with Syracuse University for Dome Traffic Control

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize permission to enter into a Dome Traffic Control Agreement with **Syracuse University** for the years 2019-2024. The City shall provide the workforce and resources necessary to control traffic generated by Dome events and will enforce parking regulations in the area surrounding the Dome.

- **The University shall pay the City for all workforce costs necessary to direct and control traffic and parking at the Dome.**

This agreement has been revised to remove $100,000 of City costs.

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

01/03/19
Date

/tm
cc: Kristen E. Smith, Corporation Counsel, Department of Law
File

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

AGREEMENT

This is the record made this_____ day of _____, 2019 of an Agreement by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (the "City") and Syracuse University, having offices at Skytop Office Building, Skytop Road, Syracuse, New York 13244 (the "University").

1. **Recitals.**

The parties wish to enter into this Agreement confirming their understanding (this "Agreement") relating to traffic and parking control for events to be held at the University's athletic facility (the "Dome"). This Agreement sets forth arrangements for the City of Syracuse by its Police Department to control traffic and parking generated by events at the Dome and for the University and the City to allocate the costs of such traffic and parking control. The intent of the parties is to minimize the filtering of Dome traffic and parking through residential areas.

The Mayor of the City of Syracuse and the Common Council, by Ordinance No. ____dated _____, 2019, authorized this Agreement, and this Agreement is subject to such authorization.

2. **Effective Date and Term.**

This Agreement and the arrangements set forth in it shall take effect as of _____, 2019 and shall continue through _____, 2024. The period from _____, 2019 through _____, 2020 shall be "Contract Year One." Contract Year One and each one-year period thereafter during the term of this Agreement shall each be referred to as a "Contract Year."

3. **Spectator Attendance.**

The University shall give the City: (i) not less than ten (10) business days prior written or oral notice of the date, time, and nature of all events to be held at the Dome for which the University anticipates attendance numbers that will require deployment of workforce pursuant to this Agreement; and (ii) not less than five (5) business days prior written or oral notice of the anticipated spectator attendance for such event. Any oral notice shall be followed by written confirmation to the City by the University. The University shall calculate the anticipated spectator attendance for an event based upon all available information at the time, which may include, but is not limited to: sales reports from the University's computerized ticket-selling system; geographical distribution of the sales to the extent reasonably available; historical information such as "no-show" ratios for events; anticipated ticket sales on the day of

an event based on attendance anticipated in light of the sales and distribution reports; and complimentary tickets provided to individuals and/or groups by the University. Upon request from the City, the University shall share with or make available to the City any data used by the University in determining the anticipated spectator attendance for an event for the purpose of assisting the City to determine the anticipated spectator attendance as precisely as possible. The actual spectator attendance at an event shall be determined by the University, provided that as per current practice, the number of University student attendees shall not be included in such count (as so determined, the "Actual Attendance Count"). An Actual Attendance Count report shall be provided to the City by the University annually in the month of June.

4. Work Force and Other Items; Hours Worked.

a. City to Provide Work Force and Mobile Command Post

The City shall provide the workforce and items necessary to direct and control traffic generated by events at the Dome and to enforce parking regulations in the area surrounding the Dome. The City shall determine the workforce and items it will provide for each such event based upon the anticipated spectator attendance numbers provided by the University. The City will own, operate, maintain and insure a mobile command post together with staff, radio equipment and other items necessary for its effective operation (the "Mobile Command Post"). The Mobile Command Post shall be located on City property in the vicinity of the Dome as determined by the Syracuse Police Department acting through its Chief of Police or authorized designee, in consultation with the Syracuse University Department of Public Safety ("DPS"), or, if the circumstances warrant, and at the sole discretion of the University, and subject to the approval of the Chief of Police, upon University property, in the vicinity of the Dome. The Chief of Police shall have final authority over the location of the Mobile Command Post on City streets, and the Chief of DPS shall have final authority over its location on University property. The City acknowledges that at no times shall the Mobile Command Post interfere with: (1) the construction of and activities at the University or at SUNY ESF; (2) future construction on University owned property in the Campus West area and activities at such buildings; (3) entry or egress to or from any University owned buildings, with the exception of locations pre-approved, in writing, by the Chief of DPS, or (4) any University events or property, except in cases of emergency and as necessary to maintain public safety, subject to the approval of the Chief of DPS, which approval shall not be unreasonably withheld. In the event that the University hosts an event at another venue within the City of Syracuse that requires 33 or more Syracuse Police Officers or Community Service Officers for traffic control, the Mobile Command Post will be deployed at

a location mutually agreed upon by the Chief of Police and the Chief of Public Safety. In any event, the parties agree to negotiate in good faith any requested changes in the location and placement of the Mobile Command Post.

For the duration of University-related events, the City shall maintain staff, radio equipment, and other resources necessary to operate the Mobile Command Post. The City shall transport the Mobile Command Post at reasonable times before, during, and after University-related events, and shall position the Mobile Command Post on City streets or on University property, under the conditions set forth above. The Mobile Command Post shall be reserved for use at University-related events, except that when use of the unit is not required at a University-related event, the City may use the Mobile Command Post elsewhere as determined by the Chief of Police. The Mobile Command Post shall be deployed accordingly in all instances when at least 33 officers are required to work an event, as set forth below in the section entitled "Traffic Deployment Brackets." Subject to the other limitations set forth herein, the City may, at its discretion, deploy the Mobile Command Post for events that do not meet the 33-officer threshold for mandatory deployment.

b. Deployment Levels

The City shall deploy workforce as set forth below for each bracket of anticipated spectator attendance.

Traffic Deployment Brackets

Officers Per Event

Bracket #	Attendance Range	Football	Basketball and other non – football Events
1	1 -2,999	0	0
2	3,000 - 5,999	4	4
3	6,000 - 7,999	6	6
4	8,000 - 11,999	10	10
5	12,000 - 13,999	15	15
6	14,000 - 16,999	21	21
7	17,000 - 19,999	33	33

8	20,000 - 22,999	35	35
9	23,000 - 25,999	47	47
10	26,000 - 29,999	55	53
11	30,000 - 34,999	65	53
12	35,000 or greater	72	53

The deployment of Officers Per Event in the Traffic Deployment Brackets set forth above includes the workforce of all kinds for which the City is responsible including sworn and civilian personnel and any personnel provided as supervisory or command staff, including a mix of sworn Police Officers and Community Service Officers for the direction of traffic. The City by its Chief of Police, in consultation with the University, shall determine how to use its officers and any command staff support services, security services, or other personnel, as well as any consumable items it may provide. The City shall provide the University deployment information at least 48 hours prior to a Dome event that will identify the location and duty for Officers working the event.

c. Disagreement Over Anticipated Spectator Attendance

Should the University and the City disagree concerning the anticipated spectator attendance for an event, they shall attempt to resolve the disagreement through the use of their best efforts in good faith. Should they be unable to resolve the disagreement, the City may provide a workforce in excess of the deployment levels set forth in the Traffic Deployment Brackets based on the anticipated spectator attendance furnished by the University. In the event that the City provides such additional workforce for an event and the Actual Attendance Count falls within the bracket of anticipated spectator attendance furnished by the University, the University shall not be obligated to pay for the additional workforce or any other charges related to that workforce. However, in the event that the City provides such additional workforce for an event and the Actual Attendance Count exceeds the bracket of anticipated spectator attendance furnished by the University, the University shall pay the City for the additional workforce and any other charges related to that workforce at the lesser of the actual workforce provided by the City or the cost of the deployment level for the bracket in which the Actual Attendance Count level falls.

In the event that the Actual Attendance Count is less than the bracket of anticipated spectator attendance furnished by the University, the University shall pay for the traffic and parking control furnished by the City at the deployment level for the bracket of anticipated spectator attendance furnished by the University. The City shall be responsible for any costs or expenses of deployment only if and to the extent the deployment exceeds the level for the bracket of anticipated spectator attendance furnished by the University.

d. Minimum and Maximum Hours of Work

Each person provided by the City as part of the workforce deployment for traffic and parking control at a Dome event shall be subject to a minimum number of hours worked. Except when a law, regulation, or other obligation binding upon the City shall mandate a different number of hours, the minimum number of hours shall be six (6) hours for a football game and four (4) hours for a basketball game and all other events. In addition, the maximum average number of hours for all personnel provided as part of the workforce deployment for traffic control shall not exceed the amounts set forth below for the various categories of the workforce:

Event	**Category of Personnel**		**Maximum Average Hours**
Football	(a)	Traffic control, parking checkers and related supervisory personnel	7.0 hours
	(b)	Command staff support services and any related supervisory personnel	9.5 hours
	(c)	Impound personnel	7.5 hours
Basketball	(a)	Traffic control, parking checkers and related supervisory personnel	5.0 hours
	(b)	Command staff support services and any related supervisory personnel	7.0 hours
	(c)	Impound personnel	5.5 hours
Concerts and other Events	(a)	Traffic Control, parking checkers and related supervisory personnel	2.0 hours prior to the event + 1.5 hours after the event + actual running time of event
	(b)	Command staff support services and any related supervisory personnel	3.0 hours prior to the event + 2.0 hours after the event + actual running time of event

(c)	Impound Personnel	1.0 hour prior to the event + 1.5 hours after the event + actual running time of event

In the event that the workforce deployment for an event exceeds the maximum amounts set forth above without agreement from the University, the City shall be responsible for any related costs and expenses. Nothing in this Agreement shall prevent the parties from agreeing on an event-by-event basis to a revision in the workforce from the deployments set forth above or in the number of hours to be worked. Any such revision shall be confirmed in writing between the parties including, but not limited to, e-mail or facsimile communication. In the event the parties agree to a revision in the workforce that deviates from the deployments set forth above or the number of hours to be worked, the costs and expenses shall be paid pursuant to Section 6 and 7 of this Agreement. Monthly, the City shall provide confirmation of the number and location/post of the Officers that worked events for the prior month.

5. Schedule of Events.

By July 15 during each Contract Year, the University shall deliver to the City the then current schedule of Dome events for the upcoming Contract Year including the anticipated spectator attendance (other than for the University's Commencement events) anticipated as of that time. As each schedule is revised or updated the University shall promptly deliver such updated or revised schedule to the City. Each schedule contemplated by this Section 5 shall be referred to as a "Contract Year Schedule".

6. City's Funding of Traffic Control Costs.

The City shall bear the cost of any consumable items used by its officers in the course of performing traffic and parking control. The City shall share the cost of providing the workforce necessary to direct and control traffic and parking generated by Dome events only in the event of a disagreement over anticipated spectator attendance, in which case the City's share will be determined by the terms described in Section 4(c) of this Agreement.

7. University's Funding of Traffic Control Costs.

The University shall pay all workforce costs necessary to direct and control traffic and parking at Dome events. For purposes of this Section 7, the City shall provide the University no less often than monthly with statements showing the amount of costs of providing workforce necessary to direct and control

traffic and parking at Dome events. For purposes of this Section 7, workforce costs shall be the actual wages paid to the workforce plus the actual fringe benefit cost with respect to such workforce.

In addition, (i) notwithstanding Sections 3 and 4 of this Agreement each Contract Year the University and the City shall confer in good faith thirty (30) days prior to the date of the Commencement to determine an agreed upon level of traffic control for the University's Commencement events, and the University shall pay the cost of providing the agreed upon workforce and items necessary to direct and control traffic for such Commencement events; and (ii) at its own expense the University shall provide barrels, barricades and cones, as well as the workforce to place and remove such items, for traffic control in such amounts as may be mutually agreed upon by the parties.

Each payment due from the University to the City shall be paid within thirty (30) days of receipt of a statement from the City properly documenting the amount due to the City from the University. Such document shall be provided annually in the month of June.

8. **Additional Events.**

The University may schedule events at the Dome, including concerts, that are in addition to the events listed on any Contract Year Schedule. If the University schedules such an event, the cost of providing workforce and items necessary to direct and control traffic and parking at each such event shall be funded and paid for as provided in Sections 6 and 7 of this Agreement.

Notwithstanding the preceding, whenever the University shall be required to collect and remit to the City a surcharge of $.75 with respect to each ticket sold to the event as provided in an agreement between the City and the University dated December 15, 1986, the University shall receive a credit against any amounts due from it to the City pursuant to the preceding Section 7 for the aggregate amount of such surcharges collected and paid to the City.

9. **NCAA Tournament Games.**

Notwithstanding any other provision of this Agreement, the University shall not be obligated to pay the City any amount for traffic or parking control provided for NCAA tournament basketball games held at the Dome, due to the large economic benefits generated from the attendees of such events.

10. **Construction.**

The parties recognize that at the time of entering into this Agreement, the University is undertaking significant renovations at the Dome, and the City acknowledges that any workforce deployment plans may be disrupted as a result of these activities. The University and the City agree to cooperate in generating traffic control plans and deployment maps that maximize the flow of traffic under the varying circumstances as may be present due to such activities. Furthermore, the parties are aware that plans are being developed that may result in construction related disruption on Interstate Route 81. The City and the University agree that it is in the best interests of both parties to work together ensure a smooth and efficient traffic plan for events that may occur during any such period of disruption.

Additionally, the parties recognize that during the term of this Agreement, Commencement and Convocation may occur outside of the Dome due to Dome-related construction. It is the parties' intent that traffic and parking control services furnished by the City for Commencement and Convocation shall be covered by this Agreement.

11. **Prior Agreement.**

As of the Effective Date, this Agreement shall supersede all prior agreements between the parties pertaining to the same subject matter. Notwithstanding the preceding, any such prior agreements shall continue to govern and control with respect to the time period to which each prior agreement pertains as approved by the City Common Council.

12. **Police Power.**

This Agreement is not intended to, and shall not be, any limitation on the police powers of the City. Notwithstanding any other provision of this Agreement to the contrary, the City may exercise such police powers as it possesses including, but not limited to, deploying more workforce, for traffic control or other purposes, than is contemplated by this Agreement. The University shall not, however, be required to pay for any exercise of such police powers except as expressly set forth in this Agreement.

13. **Audit Rights.**

Each party, and its designated representatives, shall from time to time be given a reasonable opportunity during normal business hours and upon reasonable advance notice to review, at its own expense, the relevant books and records of the other party in order to confirm the accuracy of the information provided by the other party pursuant to this Agreement. During the term of this Agreement and for a period of three years thereafter, each party shall retain all such relevant books and records.

14. **Amendment.**

No provision of this Agreement can be modified or amended except by written agreement signed by both parties.

15. **Governing Law.**

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law including but not limited to the Charter of the City of Syracuse.

16. **Waiver.**

Failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

17. **Laws.**

The University, the City and their agents and employees, shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, pertaining to the fulfillment of obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement as of the date set forth above.

Attest:

CITY OF SYRACUSE

_____ By: _____

City Clerk Mayor

SYRACUSE UNIVERSITY

_____

Chancellor and President

State of New York, County of } ss.:

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

Notary Public- Sign and affix stamp

State of New York, County of } ss.:

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

Notary Public Sign and affix stamp

Ordinance No. 2020

ORDINANCE AMENDING ORDINANCE NO. 52-2017 AS LAST AMENDED BY ORDINANCE NO. 535-2019 AUTHORIZING CONTRACT WITH CEDAR PATH SOLUTIONS GROUP RELATIVE TO PROVIDING INTEGRATOR AND INSTALLATION SERVICES FOR A WIRELESS VIDEO SURVEILLANCE SYSTEM

BE IT ORDAINED, that Ordinance No. 52-2017 as last amended by Ordinance No. 535-2019 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Cedar Path Solutions Group, under the following terms:

(1) Cedar Path Solutions Group shall provide all required integrator and installation services on the COPS platform Video Surveillance Project (the "Project") (RFP #17-063);

(2) The duration of the contract will be for one year from the date of execution with the option for two (2) one-year renewal periods subject to Mayoral and Common Council approval; the Agreement is hereby extended for the two (2) one year renewal periods and is effective through March 3, 2020;

(3) The City shall pay to Cedar Path Solutions Group a total amount not to exceed $1,959,090.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to the following accounts:

- 2015 SHSP Account #204566018;
- 2016 DASNY SAM Grant Account #599802.02.31225 Project #212240116 (Kirk Park Project);

- 2017 DASNY SAM Grant Account # to be designated by the Commissioner of Finance for Project #212240117 (Northside III Project);
- University Neighborhood Donation Account #427051 Fund 01 (Syracuse University Area Project);
- Syracuse Police Department Budget Account #520210.01.31220 (Syracuse University Area Project and Westside Replacement Project);
- 2017 DASNY SAM Surveillance Camera Funds Account # to be designated by the Commissioner of Finance for Project #212240217 (Milton at Willis Avenue Project);
- DASNY Account #599802.02.31225, Project # 212240419 (Hawley Green and James Street Area Project);
- Account # 599802.02.31225, Project #232970215 (Hiawatha Boulevard and Park Street Area Project);
- Syracuse Police Department Budget Account #520210.01.31220 (Midland Avenue, Skunk City, and South Avenue Areas Project);
- DASNY Account #599802.02.31225, Project # 212240519 (Westside and South Avenue areas);
- Syracuse Police Department Budget Account #501480.35.31220 (Cannon Street / Ostrander Avenue Project); and
- Budget Account #504090.26 (Ostrom Avenue, Maryland Avenue, and Lancaster Avenue Areas near Syracuse University Project).

and

BE IT FURTHER ORDAINED, that the first installation project authorized herein involves the installation of wireless cameras and associated equipment to be located in Kirk Park which will connect to the Police Department's existing camera system at a cost not to exceed $57,880.00; and

BE IT FURTHER ORDAINED, that the second installation project authorized herein involves the installation of wireless cameras and associated equipment for the Northside III Project, which includes Schiller Park, North Salina Street Corridor, Grant Boulevard, Butternut Circle, Highland Avenue and Park Street areas, Mary and Lilac Streets, Lodi Street and Union Place, and Lodi and Wayne Streets at a cost not to exceed $633,470.00; and

BE IT FURTHER ORDAINED, that the third installation project authorized herein involves the installation of new COPS platform wireless cameras and associated equipment for the Syracuse University Neighborhood and the replacement of the existing antiquated cameras in place on the Westside of Syracuse that were installed during the PILOT program in 2011 at a total cost not to exceed $244,000.00; and

BE IT FURTHER ORDAINED, that the fourth installation project authorized herein involves the installation of new COPS platform wireless cameras and associated equipment for the Milton and Willis Avenue neighborhoods in connection with the Hazard Branch library at a total cost not to exceed $205,000.00; and

BE IT FURTHER ORDAINED, that the fifth installation project authorized herein involves

the Upstate and Crouse Hospital Project that will create a new COPS Platform Camera Wireless Meshes and Network Connections for Irving Avenue and E. Adams Street at a cost not to exceed $99,000.00; and

BE IT FURTHER ORDAINED, that the sixth installation project authorized herein involves the installation of wireless cameras and associated equipment that will create a new COPS Platform Camera Wireless Meshes and Network Connections for the Hawley Green and James Street Area at a cost not to exceed $225,000.00; and

BE IT FURTHER ORDAINED, that the seventh installation project authorized herein involves the installation of wireless cameras and associated equipment that will create a new COPS Platform Camera Wireless Meshes and Network Connections for the Hiawatha Boulevard and Park Street Area at a cost not to exceed $87,000.00; and

BE IT FURTHER ORDAINED, that the eighth installation project authorized herein involves the installation of wireless cameras and associated equipment that will replace existing antiquated Platform Camera Wireless Meshes and Network Connections for the Midland Avenue, Skunk City, and South Avenue Areas at a cost not to exceed $90,420.00; and

BE IT FURTHER ORDAINED, that the ninth installation project authorized herein involves the installation of wireless cameras and associated equipment that will create a new COPS Platform Camera Wireless Meshes and Network Connections for the Westside and South Avenue area at a cost not to exceed $285,320.00; and

BE IT FURTHER ORDAINED, that the tenth installation project authorized herein involves the installation of wireless cameras and associated equipment that will create a new COPS Platform Camera Wireless Meshes and Network Connections for the Cannon Street/Ostrander Avenue area at a cost not to exceed $32,000.00; and

<u>BE IT FURTHER ORDAINED, that the eleventh installation project authorized herein involves the installation of wireless cameras and associated equipment that will create a new COPS Platform Camera Wireless Meshes and Network Connections for the Ostrom Avenue, Maryland Avenue and Lancaster Avenue areas near Syracuse University at a cost not to exceed $100,488.23.</u>

*_____= new material

1st Deputy Chief
Joseph Cecile

35

Deputy Chiefs
Derek McGork
Richard F. Shoff, Jr.
Richard H Trudell

DEPARTMENT OF THE POLICE
Kenton T. Buckner, Chief

December 6, 2019

Mr. John Copanas
City Clerk
Syracuse City Hall
233 Washington Street, Suite 231
Syracuse, NY 13202

RE: Legislation: CONTRACT AMENDMENT - COPS platform Integrator and Installation Services for a Wireless Video Surveillance System Ordinance

Dear Mr. Copanas:

Please prepare legislation for the next Common Council meeting on behalf of the Police Department to amend Ordinance #52-2017, dated January 23, 2017 and City Contract #17-063B, signed by the Mayor on January 24, 2017 with Cedarpath Solutions Group for integrator and installation services on the COPS Platform Video Surveillance Project-RFP # 17-063.

Ordinance #52-2017 / Contract 17-063B authorizes a contract with Cedarpath Solutions Group relative to providing installation services for a wireless video surveillance system, to include the installation of additional wireless cameras and associated equipment at various locations throughout the City which will connect to the Police Department's existing camera system. Since the award of the above mentioned contract, an additional funding has been obtained for more cameras to be added to the existing system. As such, we would like to amend existing Ordinance #52-2017 / City Contract 17-063B to reflect the addition of the following:

Cedarpath Solutions Group will be contracted for integration and installation services for the Syracuse University corridor. This project will be to install COPS Cameras in the Ostrom Ave, Maryland Ave and Lancaster Ave areas near the Syracuse University. Syracuse University is aware of the understanding that the Police Department will control and maintain these cameras.

This agreement will be the second and final extension of this contract which expires on March 9, 2020. The agreement will be in an additional amount not to exceed $100,488.23 and will be charged against the following accounts:

Finance Account # 504090.26 has received the funding.

Respectfully,

Joseph L. Cecile
First Deputy Chief

JLC/mb-f

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: January 2, 2020
SUBJECT: Amend Ordinance – Cedarpath Solutions Group

On behalf of the Department of the Police, I am requesting that the City of Syracuse amend ordinance #52-2017, dated January 23, 2017 and City Contract #17-063B, signed by the Mayor on January 24, 2017 with Cedarpath Solutions Group for integrator and installation services on the COPS Platform Video Surveillance Project-RFP # 17-063.

Ordinance #52-2017 / Contract 17-063B authorizes a contract with Cedarpath Solutions Group relative to providing installation services for a wireless video surveillance system, to include the installation of additional wireless cameras and associated equipment at various locations throughout the City which will connect to the Police Department's existing camera system. Since the award of the above mentioned contract, an additional funding has been obtained for more cameras to be added to the existing system. As such, we would like to amend existing Ordinance #52-2017 / City Contract 17-063B to reflect the addition of the following:

Cedarpath Solutions Group will be contracted for integration and installation services for the Syracuse University Corridor. This project will be to install COPS Cameras in the Ostrom Ave, Maryland Ave and Lancaster Ave areas near the Syracuse University. Syracuse University is aware of the understanding that the Police Department will control and maintain these cameras.

This agreement will be the second and final extension of this contract which expires on March 9, 2020. The agreement will be in an additional amount not to exceed $100,488.23 and will be charged against the Finance Account #504090.26

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

01/02/19
Date

/tm

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING PURCHASE, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, OF RANGE TIME FOR FIREARMS TRAINING FOR THE POLICE DEPARTMENT FROM THE BRIDGEPORT ROD & GUN CLUB, INC., ELBRIDGE ROD & GUN CLUB INC., PATHFINDER FISH & GAME, AND CAMILLUS SPORTSMEN'S CLUB INC. FOR THE PERIOD JULY 1, 2019-JUNE 20, 2020

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of range time by renting certain times from the following vendors: Bridgeport Rod & Gun Club Inc., Elbridge Rod & Gun Club, Inc. , Pathfinder Fish & Game, and Camillus Sportsmen's Club, Inc. for the Department of Police during the fiscal year 2019/2020 at a cost not to exceed $10,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as a variety of training locations are needed in order to comply with New York State Department of Criminal Justice Service requirements; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said range time from the aforementioned vendors for firearms training for the Police Department at a cost not to exceed $10,000.00, charging the cost thereof to Police Operating Budget Account #540552.01.31220.

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

January 2, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: LEGISLATION FOR WAIVER OF COMPETITIVE BID FOR RENTAL OF RANGES FOR FIREARMS TRAINING

Dear Mr. Copanas:

On behalf of the Department of Police, please prepare legislation to be introduced at the next Common Council Meeting to approve a Waiver of Competitive bid for the Syracuse Police Department to rent range time for firearms training from Bridgeport Rod & Gun Club, Inc., Elbridge Rod & Gun Club, Inc., Pathfinder Fish & Game and Camillus Sportsmen's Club, Inc.

In order to comply with New York State Department of Criminal Justice Services requirements as well as ensure the officers are adequately trained and proficient in the use of departmental issued firearms, the Police Department conducts a variety of firearms training annually. Due to the diverse logistical needs of the different types of training as well competing with other local law enforcement agency to schedule range time, it is necessary that they have the flexibility to use each of the above listed locations. Each range has been used in the past and is able to provide the Department with the facilities necessary to conduct training at a lower cost than other area locations.

Purchases under this waiver will be charged to the Police Operating Budget Account 540552.01.31220 during the 2019/20 budget year as applicable. Total purchases not to exceed $10,000 for the budget year.

Thank you.

Sincerely,

Mary E. Vossler

Mary E. Vossler
Director of Management and Budget
Division of Purchase

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

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1st Deputy Chief
Joseph Cecile

Deputy Chiefs
Derek McGork
Richard Shoff, Jr.
Richard H. Trudell

SYRACUSE POLICE DEPARTMENT

Kenton T. Buckner, Chief

December 10, 2019

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

RE: Authorize Waiver of Competitive Bid for rental of ranges for firearms training

Dear Mr. Copanas,

On behalf of the Department of Police, please prepare legislation for the next regularly scheduled meeting of the Syracuse Common Council to authorize a waiver of competitive bid for the Syracuse Police Department to rent range time for firearms training from Bridgeport Rod & Gun Club, Inc., Elbridge Rod & Gun Club, Inc., Pathfinder Fish & Game and Camillus Sportsmen's Club, Inc.

In order comply with New York State Department of Criminal Justice Services requirements as well as ensure our officers are adequately trained and proficient in the use of departmental issued firearms, the Police Department conducts a variety of firearms training annually. Due to the diverse logistical needs of the different types of training as well competing with other local law enforcement agency to schedule range time, it is necessary that we have the flexibility to use each of the above listed locations. Each range has been used in the past is able to provide the Department with the facilities necessary to conduct training at a lower cost than other area locations.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Purchases under this waiver will be charged to the Police Operating Budget Account 540552.01.31220 during the 2019/20 budget year as applicable. Total purchases not to exceed $10,000 for the budget year.

Sincerely,

Joseph Cecile
First Deputy Chief of Police

Ordinance No. 2020

ORDINANCE AUTHORIZING MAYOR TO SUBMIT AN APPLICATION FOR A GRANT FROM THE U.S. CONFERENCE OF MAYORS FOR THE 2020 DOLLARWISE INNOVATION GRANT FOR ECONOMIC MOBILITY AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the U.S. Conference of Mayors for the 2020 DollarWise Innovation Grant for Economic Mobility in an amount not to exceed $10,000.00; if awarded the funds will be used to support a pilot program that tests an alternate structure for fines and fees issuance for low income residents in the City of Syracuse; 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

Janet L. Burke
Director, Bureau of Research

December 19, 2019

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

Dear Clerk Copanas:

Please prepare legislation for the next meeting of the Common Council to authorize the City to apply for, enter into a grant agreement with, and accept funding from the U.S. Conference of Mayors for the 2020 DollarWise Innovation Grant for Economic Mobility in an amount not to exceed $10,000.

The funds will be used to support a pilot program that tests an alternate structure for fines and fees issuance for low income residents in the City of Syracuse. Following a period of baseline data collection and analysis by the Innovation Team, a pilot program will be determined and implemented with the grant funding.

There is no match requirement for this grant.

Respectfully,

Janet L. Burke

Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syrgov.net

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Ordinance No. 2020

ORDINANCE AUTHORIZING MAYOR TO EXECUTE A CONTRACT WITH THE CENTER FOR COURT INNOVATION (CCI) ASSOCIATED WITH THE GRANT FOR PHASE II OF THE CITIES FOR RESPONSIBLE INVESTMENT AND STRATEGIC ENFORCEMENT AWARDED TO THE CITY FROM ENTERPRISE COMMUNITY PARTNERS

BE IT ORDAINED, that the Mayor be and he hereby is authorized to execute a contract with the Center for Court Innovation (CCI) for funds in an amount not to exceed $535,679.00 as part of the Enterprise Community Partners for Phase II of the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") grant of technical assistance that was recently awarded to the City to pilot and demonstrate the effectiveness of innovative code enforcement strategies to improve the quality and stability of housing for Syracuse families, and builds off the Phase I Cities RISE partnership with CCI; the term of this contract shall be for twenty-four (24) months and the funds provided to CCI shall be used in accordance with the budget provided below:

Strategy Component 1: Community Ambassador Program	**Expenditures**
Subgrantee Staff Program Salaries – Includes Fringe; Subgrantee	$115,500.00
Subgrantee Adminstrative Costs – 15 %	$ 60,795.00
Community Ambassador Salaries – 4 half time Ambassadors @ 20 hours per week	$280,800.00
Community Ambassador – Fringe @ 23%	$ 64,584.00
Outreach Materials and Multi-Language Material Translation	$ 5,000.00
Food and Special Project Support	$ 9,000.00
TOTAL TO CCI	**$535,679.00**

; no City matching funds are required; the grant to CCI will be administered by the Department of Neighborhood and Business Development in collaboration with Enterprise Community Partners and the Ash Center at Harvard University; and

BE IT FURTHER ORDAINED, that the terms and conditions of the contract shall be subject to the approval of the Corporation Counsel; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel.

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DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

December 27, 2019

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

Commissioner
Stephanie R. Pasquale

Deputy Commissioner
Jennifer Tifft

Re: Legislation Request –Cities RISE II – Community Ambassador Program | Enter into Agreement with Center for Court Innovation

Dear Mr. Copanas:

Please prepare the following legislation the City to enter into an agreement with the Center for Court Innovation (CCI) in the amount of $535,679 as part of the recently awarded "Cities RISE II" grant administered by the Enterprise Community Partners. The City of Syracuse was awarded these funds to pilot and demonstrate the effectiveness of innovative code enforcement strategies to improve the quality and stability of housing for Syracuse families, and builds off of the Phase I Cities RISE partnership with CCI.

The grant period will last 24 months, and a detailed budget is provided below:

Strategy Component 1: Community Ambassador Program	Expenditures
Subgrantee Staff Program Salaries | Includes Fringe; Subgrantee	$ 115,500
Subgrantee Administative Costs - 15%	$ 60,795
Community Ambassador Salaries - 4 half time Ambassadors @ 20 hours/week	$ 280,800
Community Ambassador - Fringe @ 23%	$ 64,584
Outreach Materials and Multi-Language Material Translation	$ 5,000
Food + Special Project Support	$ 9,000
TOTAL TO CCI --->	**$ 535,679**

No matching funds are required, and the grant will be administered by this Department in collaboration with Enterprise Community Partners and the Ash Center at Harvard University.

I am happy to answer any questions at x8109 or via email at spasquale@syrgov.net. Thank you.

Sincerely,

Stephanie R. Pasquale

Stephanie R. Pasquale
Commissioner

Cc: Sharon Owens, Deputy Mayor

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

Office 315 448 8100
Fax 315 448 8036

www.syrgov.net

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: January 2, 2020
SUBJECT: Agreement with Center for Court Innovation (CCI)

On behalf of the Office of Neighborhood and Business Development, I am requesting that the City of Syracuse enter into an agreement with the Center for Court Innovation (CCI) in the amount of $535,679 as part of the recently awarded "Cities RISE II" grant administered by the Enterprise Community Partners. The City of Syracuse was awarded these funds to pilot and demonstrate the effectiveness of innovative code enforcement strategies to improve the quality and stability of housing for Syracuse Families, and builds off the Phase I Cities RISE partnership with CCI.

The grant period will last 24 months, and a detailed budget is provided below:

Strategy Component 1: Community Ambassador Program	**Expenditures**
Subgrantee Staff Program Salaries / Includes Fringe; Subgrantee	$ 115,500
Subgrantee Administrative Costs – 15%	$ 60,795
Community Ambassador Salaries – 4 half time Ambassadors @20 hours/week	$ 280,800
Community Ambassador – Fringe @ 23%	$ 64,584
Outreach Materials and Multi – Language Material Translation	$ 5,000
Food + Special Project Support	$ 9,000
TOTAL TO CCI →	**$ 535,679**

No matching funds are required, and the grant will be administered by this Department in collaboration with Enterprise Community Partners and the Ash Center at Harvard University.

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

01/02/19
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

DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner
Stephanie R. Pasquale

Deputy Commissioner
Jennifer Tifft

December 27, 2019

Mary Vossler
City of Syracuse Office of Budget
City Hall
Syracuse, NY 13202

Re: Waiver of RFP – Community Ambassador Program | Award Program Implementation Funds to Center for Court Innovation

Dear Mary:

On behalf of NBD, I am requesting that the City waive the RFP process to procure services from the Center for Court Innovation (CCI) in the amount of $535,679 as part of the recently awarded "Cities RISE II" grant administered by the Enterprise Community Partners.

The City of Syracuse was awarded these funds to pilot and demonstrate the effectiveness of innovative code enforcement strategies to improve the quality and stability of housing for Syracuse families, and builds off of the Phase I Cities RISE partnership with CCI. Since we have been partnership with CCI on this program since inception, there is no other local entity who could perform this next phase of work as it specifically builds upon Phase I.

The grant period will last 24 months, and a detailed budget is provided below:

Strategy Component 1: Community Ambassador Program	Expenditures
Subgrantee Staff Program Salaries | Includes Fringe; Subgrantee	$ 115,500
Subgrantee Administative Costs - 15%	$ 60,795
Community Ambassador Salaries - 4 half time Ambassadors @ 20 hours/week	$ 280,800
Community Ambassador - Fringe @ 23%	$ 64,584
Outreach Materials and Multi-Language Material Translation	$ 5,000
Food + Special Project Support	$ 9,000
TOTAL TO CCI --->	**$ 535,679**

No matching funds are required, and the grant will be administered by this Department in collaboration with Enterprise Community Partners and the Ash Center at Harvard University.

I am happy to answer any questions at x8109 or via email at spasquale@syrgov.net. Thank you.

Sincerely,

Stephanie R. Pasquale

Stephanie R. Pasquale
Commissioner

Cc: Sharon Owens, Deputy Mayor

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

Office 315 448 8100
Fax 315 448 8036

www.syrgov.net

Ordinance No. 2020

ORDINANCE AUTHORIZING CONTRACT WITH ENVIRONMENTAL DESIGN & RESEARCH, LANDSCAPE ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES, D.P.C. (EDR) RELATIVE TO PROVIDING PHASE II OF A COMPREHENSIVE RECONNAISSANCE-LEVEL HISTORIC RESOURCES SURVEY

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

WHEREAS, the Mayor has approved the retention of Environmental Design & Research Landscape Architecture, Engineering and Environmental Services, D.P.C. ("EDR"), under the following terms:

(1) EDR shall complete Phase II of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse, which covers the areas of the city south and west of Interstate 690 and Interstate 81, respectively. The survey project is part of the City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources;

(2) The City shall pay to EDR an amount not to exceed $33,750.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that funding for Phase II comes from a Certified Local Government grant awarded to the City by the New York State Department of Parks, Recreation & Historic Preservation and all costs associated with this agreement shall be charged to Budget Account #599802.02.235750119.

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DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney
Assistant Director

December 13, 2019

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for consideration at the January 13, 2020 meeting of the Common Council to authorize the City of Syracuse to enter into contract with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C. (EDR).

In October 2019, the City issued an RFP seeking vendors to complete Phase 2 of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse. The survey project is part of City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources. The City received three proposals in response to the RFP, and EDR was unanimously selected to conduct Phase 2 of the survey, which covers the areas of the city south and west of Interstate 690 and Interstate 81, respectively. Funding for Phase 2 comes from a Certified Local Government grant awarded to the City by the New York State Department of Parks, Recreation & Historic Preservation in the amount of $38,000.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into a contract with EDR in an amount not to exceed $33,750.00, charged to account number 02.235750119 established by the Commissioner of Finance for this project.

If you have questions, please contact Kate Auwaerter at 448-8108. Thank you for your consideration of this request.

Sincerely,

Owen Kerney
Deputy Director, City Planning

Division of City Planning
201 E. Washington St.
City Hall Commons,
Room 512
Syracuse, N.Y. 13202

Office 315 448 8160

www.syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget
DATE: December 17, 2019
SUBJECT: Agreement – Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C. (EDR)

On behalf of the Division of City Planning, I am requesting that the City of Syracuse enter into an agreement with **Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C. (EDR),** in the amount of $33,750.00 to complete Phase 2 of the comprehensive reconnaissance-level historic resources survey of the City of Syracuse. Phase 2 covers the areas of the city south and west of Interstate 690 and Interstate 81, respectively. The source of funding is a $38,000 Certified Local Government (CLG) grant that the City of Syracuse was awarded by the New York State Office of Parks, Recreation & Historic Preservation. This project is part of City Planning's effort to proactively inventory and identify the community's architecturally and historically significant resources. The results of the comprehensive survey will be an excellent planning tool that will help inform and streamline economic development and neighborhood revitalization initiatives citywide.

In October 2019, the City issued an RFP seeking vendors to complete Phase 2 of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse. The City of Syracuse received three (3) proposals for the specified work. The RFP Selection Committee reviewed the proposals and recommends that the City of Syracuse retains EDR, which is woman-owned, local firm. The Selection Committee's unanimous recommendation was based upon the review of several criteria including qualifications and experience, cost and ability to achieve the desired standard of work under a tight deadline. The firm has excellent credentials and the CLG staff is confident that they will be able to produce a quality product.

The City would like to enter into a contract with EDR in an amount not to exceed $33,750.00. The project must be completed by September 30, 2020 and will be charged to account number 02.235750119, established by the Commissioner of Finance for this project.

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

12/18/19
Date

MEV/tm
cc: Owen Kerney, Assistant Director, City Planning

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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DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney
Assistant Director

To: Mary Vossler, Director of Budget

From: Owen Kerney
Assistant Director, City Planning

Date: December 13, 2019

Re: Comprehensive Reconnaissance-Level Historic Resources Survey (Phase 2)

We propose to enter into a contract with **Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services D.P.C. (EDR)** in the amount of $33,750.00 to complete Phase 2 of the comprehensive reconnaissance-level historic resources survey of the City of Syracuse. Phase 2 covers the areas of the city south and west of Interstate 690 and Interstate 81, respectively. The source of funding is a $38,000 Certified Local Government (CLG) grant that the City of Syracuse was awarded by the New York State Office of Parks, Recreation & Historic Preservation. This project is part of City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources. The results of the comprehensive survey will be an excellent planning tool that will help inform and streamline economic development and neighborhood revitalization initiatives citywide.

The City of Syracuse received three (3) proposals for the specified work. The RFP Selection Committee reviewed the proposals and recommends that the City of Syracuse retains **EDR**, which is woman-owned, local firm. The Selection Committee's unanimous recommendation was based upon the review of several criteria including qualifications and experience, cost, and ability to achieve the desired standard of work under a tight deadline. The firm has excellent credentials and the CLG staff is confident that they will be able to produce a quality product.

The contract will not to exceed $33,750.00. The project must be completed by September 30, 2020 and will be charged to 02.235750119, established by the Commissioner of Finance for this project.

Please forward the Selection Committee's choice of **EDR** to the Mayor for approval. Thank you for your time and consideration.

Approved: Mary E Vossler Disapproved: _____

Date: 12-16-19 Date: _____

Division of City Planning
201 E. Washington St.
City Hall Commons,
Room 512
Syracuse, N.Y. 13202

Office 315 448 8160

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40 46 59

Ordinance No. 2019

ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 1131 GLENCOVE ROAD SOUTH TO THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF $151.00

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 1131 Glencove Road South, being Lot 326, Tract Arlington, Section 026, Block -01, Lot -16.0 (026.-01-16.0), Property No. 0532200900, 40 x 120 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of $151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of $1.00 plus $150.00 for title work for a total of $151.00 by Greater Syracuse Property Development Corporation, the said Commissioner of Finance be and he hereby is authorized to apply the sum of $1.00 toward the payment of delinquent taxes, exclusive of fees and penalties, to cancel and discharge said delinquency, and to issue his receipts and discharges thereof, charging the uncollected taxes to account #269404.01 and the cost of title fee of $150.00 deposited to account #426620.01; the City of Syracuse to pay all quarters due at the date of closing, for the current year's tax, said share of pro-rated tax to be determined by the Commissioner of Finance; this bid is contingent upon the City of Syracuse discharging any miscellaneous charges not presently a lien against the said premises; and the Mayor is hereby authorized and empowered to make, execute and deliver a deed of the City's right, title and interest in and to said premises to Greater Syracuse Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.

40-46 59

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

13 November 2019

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1131 Glencove Rd S TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF $151

This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

1131 Glencove Rd S
Lot 326 Tr Arl N
026.-01-16.0
Property # 0532200900
40x120 Whxgar
Purchaser: Greater Syracuse Property Development Corporation for a total of $151

The Commissioner of Finance shall apply $1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of $150 for title work will be collected and deposited into account 426620 01.

The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-ration shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

Very truly yours,

David M. Clifford
Commissioner

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