

COMMON COUNCIL
of the
CITY OF SYRACUSE

(07/13)

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

1. *Pledge of Allegiance to the Flag – (Suspended during Webex meetings)*
2. *Invocation - (A Moment of Silent Reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call - (All Present – 9)*
4. *Minutes – June 22, 2020 – (Adopted 9-0)*
5. *Petitions – (none)*
6. *Committee Reports – (none)*
7. *Communications – (From the Hon. William B. Magnarelli, New York State Assemblyman, a letter acknowledging the receipt of Council Resolution 9-R regarding Use of Force Policies (06.22.2020); From the Hon. William B. Magnarelli, New York State Assemblyman, a letter acknowledging the receipt of Council Resolution 10-R regarding Police Reform Legislation (06.22.2020); From the U.S. Environmental Protection Agency, notice that the EPA is conducting its second, five-year review of the Lake Bottom Subsite of the Onondaga Lake Superfund Site; From Katherine M. French, Deputy Clerk of the Onondaga County Legislature, a certified copy of Resolution No. 86 regarding the imposition and disposition of Sales and Compensating Use Tax, adopted on June 23, 2020; From Frank M. Mento, Commissioner of Onondaga County Department of Water Environment Protection, a letter accepting the terms and conditions of Special Ordinance No. 266 (06.08.2020); From Housing Visions Consultants, Inc., a letter accepting the terms and conditions of Special Ordinance No. 248 (05.26.2020)*

NEW BUSINESS

BY PRESIDENT HUDSON:

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

WD

WD

BY COUNCILOR BEY:

- 9-0** 9. *Special Permit – To approve modification for a restaurant located at 700 North Salina Street. Four (4) people spoke in favor of the proposal. No one spoke in opposition to the proposal. The Planning Commission granted two (2) waivers in regard to signage and live and/or electronically amplified entertainment location regulations. Edward Withers/applicant. Louis Santaro/owner.* **GEN. #22**
- 9-0** 10. *Amend – “Application – “To the US Department of Housing and Urban Development for the 2020-2021 (Year 46) Consolidated Action Plan: Community Development Block Grant (CDBG) (\$5,061,399); Emergency Solutions Grant (\$426,583); HOME Investment Partnership Grant (\$1,424,695). Housing Opportunities for Person with AIDS (HOPWA) \$399,497, held a Public Hearing Monday, March 2, 2020 at 5:30 P.M.” Amend to add to the Community Development Block Grant-Coronavirus (CDBG-CV) (\$2,977,548) and the Emergency Solutions Grant- Coronavirus (ESG-CV) (\$1,470,976).* **319**
- 9-0** 11. *Authorize – Intermunicipal Agreement with the Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, funded under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), through the Department of Housing and Urban Development (HUD) Community Development Block Grant-Coronavirus. Total amount not to exceed \$1,250,000.* **320**
- 9-0** 12. *Authorize - Intermunicipal Agreement with the Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, funded under the CARES Act, through HUD Emergency Solutions Grant-Coronavirus (ESG-CV). Total amount not to exceed \$785,267.* **321**

BY COUNCILOR BEY; PRESIDENT HUDSON & ALL COUNCILORS:

- 9-0** 13. *Resolution - Pursuant to Section 4-110 of the Charter of the City of Syracuse, 1960, as amended, to authorize the Common Council to engage Ronnie White Jr., Esq as outside counsel to provide legal service to the Common Council on an as needed basis at the rate of \$150 per hour, not to exceed \$25,000 from Account #01.10100.0.415.* **12-R**

BY COUNCILOR RUDD:

- T** 14. *Local Law - Amend - “Local Law #4 (1976) – Of the City of Syracuse, relative to the travel of City employees on City business or educational purposes.” Amend to create a comprehensive travel policy for the City of Syracuse.* **T**
- 9-0** 15. *Agreement - With Crouse-Marshall Business, relative to the administration of the Special Assessment Improvement District, for the period of July 1, 2020 through June 30, 2021. The special assessment is \$93,750.* **322**

16. Agreement - With the Downtown Committee of Syracuse, Inc., relative to the administration of the Downtown Special Assessment Program, for the period of July 1, 2020-June 30, 2021. The special assessment is \$985,000. **323**

17. Authorize – The execution of a quitclaim deed for the property located at 307-309 Holland Street, to extinguish the reverter clause in the previously authorized deed transferring the property to Home Headquarters, Inc. At a cost of \$1.00. **324**

BY COUNCILOR GREENE:

18. Amend Ord. #407 (07/08/2019), “Contract - With Bergmann Associates for services related to the Traffic & Transportation Engineering Services for the last of two (2) one (1) year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$130,000 from Account #541500.01.81800, on behalf of the Department of Public Works.” Amend to authorize a six (6) month extension for the period of July 1, 2020-December 1, 2020. Total cost not to exceed \$68,000 from Account #541500.01.81800. **325**

19. Amend – Ord. #509 (08/19/2020), “Agreement - With Republic Parking Systems, Inc., for professional services to manage the Washington Street Parking Garage (\$348,000), Madison-Irving Parking Garage (\$275,800) and Center Armory Parking Garage (\$151,200), on behalf of the Department of Public Works for the period of one (1) year. Total cost not to exceed \$775,000 to be charged to Account #541500.01.81800, as detailed in Schedule “A”. The Mayor has waived the RFP process.” Amend to change the company name to REEF, and to authorize a six (6) month extension at an increased cost of \$5,000 per month, to commence on July 1, 2020. **326**

20. Appropriate Funds - From D.P.W. 2020/2021 Sweeping & Flushing Capital Account #590527.09.00527 in the amount of \$204,100 to purchase one Pelican Sweeper. **327**

21. Appropriate Funds – From the D.P.W. Sewer Fund Unallocated Cash Capital Account #599007.06.99999 in the amount of \$390,000 for the 2020/2021 D.P.W. Sewer Capital Equipment Program, as detailed in Attachment “A”. **328**

22. Bond Ordinance – Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of 2020/2021 Complete Streets Program. Total amount not to exceed \$400,000. **329**

23. Authorize – The 2020/2021 Complete Streets Program for building of new sidewalks, re-aligning street widths, implementing traffic calming devices, adding and improving bike lanes and enhanced crosswalks, neighborhood greenways, adding or repairing tree pit areas, and creating Safe Routes to Schools. Total cost not to exceed \$400,000. **330**

24. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of the 2020/2021 D.P.W. Capital Equipment and Vehicles Program. Total amount not to exceed \$80,000. **WD**

25. Authorize – The 2020/2021 D.P.W. Capital Vehicle/Equipment Program to purchase two (2) F250 4x4 trucks with equipment. Total cost not to exceed \$80,000. **331**
9-0
26. Accept - Lining of 18" Combined Sewer Main and two (2) sewer manholes with replacement of their frame and covers along East Water Street (300 Block) by Upstate Medical University, the owner of the Upstate Health and Wellness Center Project (750 East Adams Street) in accordance with Onondaga County's 1:1 offset requirement (Local Law No. 1, 2011). **332**
9-0
27. Amend - Ord. #133 (04/08/2019), "Permission - To Onondaga County and the Onondaga County Sanitary District, pursuant to Section 3.4 of the Inter-municipal Agreement from 2007, to install and maintain green infrastructure to include landscape, porous concrete sidewalks and other green related improvements, as detailed in revised Appendix "A" and the 2019 Green Infrastructure Candidate Project List at no cost to the City, for the period of five years with (3) five-year renewal options with the approval of the Mayor and the Common Council." Amend to add the 2020 Green Infrastructure Candidate Project List and additional provisions for the Grand Avenue Road Reconstruction/Sewer Separation Project. All other provisions remain the same. **333**
9-0

BY COUNCILOR CARNI:

28. Agreement - With Cornell Cooperative Extension of Onondaga County, (CCE) on behalf of the Department of Parks, Recreation and Youth Programs, to provide Urban Agriculture Programs at Seals Community Center and Elmwood Park, and Rand Tract, for the period of July 1, 2020-June 30, 2021. Total cost not to exceed \$5,000 from Account #01.71100.540551. The Mayor has waived the RFP Process. **334**
9-0
29. Agreement - With The National Center for Safety Initiatives (NCSI), to provide full service background screenings for prospective employees and volunteers over 16 years old working directly with youth for the period of July 1, 2020 - June 30, 2021. Total cost not to exceed \$5,000 to be charged to Account #01.71400.541500. **335**
9-0
30. Agreement – With qualified individuals for various fitness, dance and golf programs, held at various centers, golf courses, and parks, from July 1, 2020-June 30, 2021, on behalf of the Department of Parks, Recreation & Youth Programs. Total amount not to exceed \$40,500 charged to Recreation Account #01.71400.541500. **336**
9-0
31. Authorize – Payment to various persons for services as coaches, score keepers and referees/officials for the boys' and girls' basketball leagues, baseball programs and various other citywide tournaments and leagues for the period of July 1, 2020-June 30, 2021, on behalf of Parks, Recreation & Youth Programs. Total cost not to exceed \$21,000 to be charged to Account #01.71400.541500. **337**
9-0
32. Purchase w/c/b – Agreement with Galaxy Communications, for promotion of the Clinton Square and Sunnycrest Ice Rinks, a social media campaign will be created and businesses will be brought on board to support the air time, during the 2020/2021 winter ice skating season. Galaxy guarantees \$135,000 a year in revenues to the City. **338**
9-0

33. *Purchase w/c/b - Herbaceous plants, seeds and bulbs for the period of July 1, 2020 - June 30, 2021, on behalf of the Department of Parks, Recreation and Youth Programs. Total cost not to exceed \$4,000 to be charged to Account #01.71100.540541.* **339**
34. *Purchase w/c/b - From Pet Cremation Service, an agreement to handle the needs of post-life services for dogs, for the period of one (1) year from July 1, 2020-June 30, 2021, on behalf of the Department of Parks, Recreation and Youth Programs. Total cost not to exceed \$6,000, charged to Account # 01.35100.541500.* **340**
35. *Purchase w/c/b – Playground replacement parts from Landscape Structures, Parkitects, Game Time, Miracle, Playworld, and Columbia Cascade, for the period of July 1, 2020 - June 30, 2021, on behalf of the Department of Parks, Recreation and Youth Programs. Total cost not to exceed \$12,000 to be charged to Account #01.71100.540512.* **341**
36. *Purchase w/c/b - From Wegmans, bulk food items and miscellaneous paper products (napkins, paper plates, plastic utensils, etc.) for Senior Citizens and Youth Community Centers for the period of July 1, 2020-June 30, 2021, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed \$5,000 to be charged to Account #01.71400.540541.* **342**

BY COUNCILOR MAJOK:

37. *Accept – From Armoured One Glass, LLC, an in-kind donation of safety glass panels valued at \$4,712.91, (2) 1/4" Tempered Safety Glass (101 13/16" x 68 5/8") and (1) 3/8" Shooter/Attached Glass (101 13/16"x93") to make the necessary repairs to the Public Safety Building that were caused during the recent protests, installation not included.* **343**
38. *Agreement - With Camillus Animal Hospital for K-9 veterinary services, on behalf of the Department of Police, for the period of one year effective July 1, 2020-June 30, 2021. Total cost not to exceed \$15,000 to be charged to Account #541500.01.31230. The Mayor has waived the RFP Process.* **344**
39. *Agreement – With Cedar Path Solutions Group, Inc., for information technology professional services in the continued to support of network design, maintenance, implementation and system service of the Police Department's C.O.P.S camera network, platform, and integration, for the period of July 1, 2020-June 30, 2021. Total cost not to exceed \$25,000, to be charged to Account #541500.01.31230. The Mayor has waived the RFP process.* **345**
40. *Agreement - With Mohawk Valley Information Technologies, Inc., for information technology professional services for the continued support, maintenance, and development of the Police Department's public website, for the period of July 1, 2020-June 30, 2021. Total cost not to exceed \$1,500, to be charged to Account #541500.01.31220. The Mayor has waived the RFP Process.* **346**

41. Agreement – With UnBEYlievable Enterprises, Corporation to provide administrative oversight for the Trauma Response Team, which provides violence intervention and prevention services for at-risk City individuals, for the period of July 1, 2020-June 30, 2021. Total cost not to exceed \$200,000, charged to Account TRT #599309.01.90000. **347**
9-0
42. Authorize - Memorandum of Understanding with Onondaga Community College and Syracuse Police Department, for the purpose of conducting a police training academy, to terminate on December 31, 2025. **348**
9-0
43. Amend – Ord. #399 (08/19/2019), “Purchase w/c/b – Agreement with Axon, Inc., on behalf of the Police Department, for a total of one hundred and seventy (170) Body 3 camera systems, for a term of five (5) years effective July 1, 2019-June 30, 2024. Total cost not to exceed \$452,554, from funds received from NYS Attorney General Office (148,603) Account #599802.02.31225 Project #212830119, Account #599802.02.31225 Project #21283011 (\$299,472) and the remaining balance charged to SPD’s operating budget (\$9,360). A required local match of \$300,000 was met by the NYS Senate, charged to SPD’s Operating Account #540542.01.31220.” Amend to change the project number from #222 to Project #222160318, and change the requirements of the USDOJ Grant of \$299,597 as being personnel costs (to include salaries and fringe benefits) in the amount of \$251,255 from Account #510100.01.3120 and by supplies and equipment cost in the amount of \$48,342 from Account #540541.01.31230. **349**
9-0
44. Purchase w/c/b - From Churchville Fire Equipment Corporation, turnout gear repair services for the period of July 1, 2020 - June 30, 2021, on behalf of the Department of Fire. Total cost not to exceed \$30,000 to be charged to Account #540520.01.34100. **350**
9-0
45. Purchase w/c/b - From Jerome Fire Equipment, MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services for the period of July 1, 2020 - June 30, 2021, on behalf of the Department of Fire. Total cost not to exceed \$100,000 to be charged to Account #540542.01.34100 and Account #540552.01.34100. **351**
9-0

BY COUNCILOR ALLEN:

46. Approve - A SEQRA Findings Statement prepared pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder at 6 NYCRR Part 617 (collectively referred to as “SEQR”) relative to the Common Council’s consideration of a new Lead Abatement and Control General Ordinance. **352**
9-0
47. Amend – The Revised General Ordinances of the City of Syracuse, to add Chapter 54, entitled “Lead Abatement and Control”, amend to allow Code Enforcement to test and properly cite appropriate violations of the presence of lead paint in dwelling units. **GEN. #23**
9-0
48. Agreement - With The Greater Syracuse Property Development Corporation (“aka Land Bank”) to support a variety of activities to address vacant and substandard properties, including the removal of a minimum of twenty (20) blighted residential structures. Total amount not to exceed \$500,000. **353**
9-0

- 9-0** 49. *Agreement – With Tomorrow’s Neighborhoods Today (TNT) for the 2020-2021 budget amount of \$80,000 from the NBD Professional Services Account #541500.01.64200.* **354**
- 9-0** 50. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 917-919 Midland Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$1. (District 4)* **355**

*Syracuse Common Council
Adjourned at 1:37 P.M.*

9 10 18

General Ordinance No.

2020

**ORDINANCE APPROVING A MODIFICATION
TO AN EXISTING SPECIAL PERMIT FOR A
RESTAURANT ON PROPERTY SITUATED AT
700 NORTH SALINA STREET**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on May 18, 2020, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Louis Santaro, owner and Edward Withers, applicant, for a modification to a special permit for a restaurant on the property situated at 700 North Salina Street, Syracuse, New York, in order to modify the floor plan and signage for the restaurant and to establish live and/or electronically modified entertainment on the property 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 A SPECIAL PERMIT MODIFICATION
FOR A RESTAURANT ON PROPERTY SITUATED AT 700 NORTH SALINA STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 18th day of May, 2020, adopt the following resolution:

- WHEREAS, the applicant, Edward Withers, is requesting to modify the floor plan and signage for a Special Permit for a Restaurant and to establish live and/or electronically amplified entertainment on property situated at 700 North Salina 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 City Planning Commission held a Public Hearing on the request on May 18, 2020, 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 a regular-shaped, corner lot with an existing, two-story brick building (No. 700), 46 feet of frontage on North Salina Street, and 95 feet of frontage on east Division Street; and
- WHEREAS, the property lies within a Commercial, Class A zoning district, as do the adjacent and neighboring properties to the north, south, east, and west; neighboring properties to the east lie within a Business, Class A zoning district; the property lies approximately 210 feet from a Residential, Class B zoning district; and
- WHEREAS, land use in the area consists primarily of office, commercial, retail, 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, during the Public Hearing the applicant stated that the hours of operation will be from 11:30 a.m. until 10:00 p.m. on Wednesday and Thursday, 11:30 a.m. until 2:00 a.m. on Friday and Saturday, and from 11:00 a.m. until 11:00 p.m. on Sunday, with a maximum of 12 employees on premises at one time; all live entertainment will end no later than 11:00 p.m.; and
- WHEREAS, the applicant is proposing to maintain two awning signs totaling approximately 11.55 square feet; and
- WHEREAS, the applicant submitted a floor plan (Sheet A-1) last revised on May 5, 2020, which illustrates an overall customer area of approximately 2,785 square feet with a bar room and dining area on the first floor, and a second dining area, a lounge, and a buffet service area on the second floor; and

WHEREAS, the City Planning Commission approved a Special Permit for a Restaurant (SP-06-18) on May 30, 2006, to allow for the expansion of an existing Restaurant which had been in existence for more than 50 years;

- the expansion required 55 off-street parking spaces, which were waived by the Planning Commission;
- the Commission also approved signage consisting of one, 3.5'x20' (70 square feet) wall sign and two canopy signs measuring 6.5"x4' (2.2 square feet) and 6.5"x3' (1.6 square feet) facing North Salina Street, as well as two canopy signs facing East Division Street measuring 6.5"x3' (1.6 square feet) and 13"x3' (3.25 feet); 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 Special Permit Uses are allowed one wall and one ground sign, neither to exceed 40 square feet; the applicant is proposing to maintain two awning signs totaling approximately 11.55 square feet; the proposed signage reduces the overall number of canopy signs from four to two but increases the overall area from 8.65 square feet to 11.55 square feet; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph f of the City of Syracuse Zoning Rules and Regulations, as amended, in that no live and/or electronically amplified entertainment shall be allowed at any restaurant situated within 300 feet of a residential zoning district; the site is situated approximately 210 feet from a Residential, Class B zoning district; and

WHEREAS, the proposal was submitted to the Syracuse Landmark Preservation Board for review; and

WHEREAS, the proposal necessitates two waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the sign and live and/or electronically amplified entertainment location regulations; 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 18th day of May, 2020, APPROVE the application of Edward Withers to modify the floor plan and signage for a Special Permit for a Restaurant and to establish live and/or electronically amplified entertainment on property situated at 700 North Salina 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 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 sign and live and/or electronically amplified entertainment location 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:

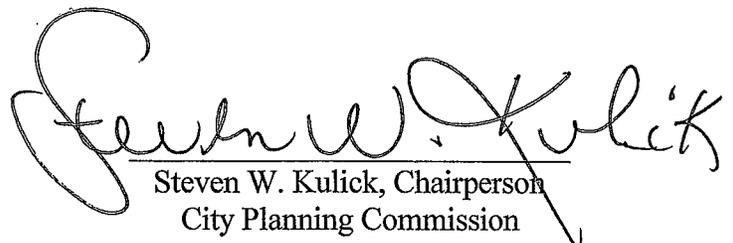
1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements 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:
 - First & Second Floor Plans (Sheet A-1); SP. Permit Mod., SP-06-18M1; Exclusives Bar & Restaurant; 700 N. Salina Street; prepared by: William J Pitcher, Registered Architect; dated: 2/10/2020; Rev.2: 5-5-2020; scaled: as noted;
 - Signs & Detail Plans (Sheet A-2); SP. Permit Mod., SP-06-18M1; Exclusives Bar & Restaurant; 700 N. Salina Street; prepared by: William J Pitcher, Registered Architect; dated: 2/10/2020; Rev.2: 5-5-2020; scaled: as noted;
4. Signage for the proposal is limited to two awning signs totaling approximately 11.55 square feet, 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 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.

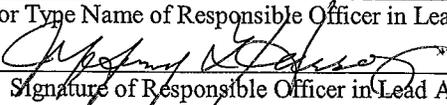

Steven W. Kulick, Chairperson
City Planning Commission

Project: SP-06-18111

Date: 5/18/2020

Short Environmental Assessment Form Part 3 Determination of Significance

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Syracuse Planning Commission	
Name of Lead Agency	Date
Heather A. Lamendola	<u>5/18/2020</u>
	Zoning Administrator
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



9/10/12

Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola
Zoning Administrator

May 19, 2020

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

Re: SP-06-18M1 / Special Permit Modification for a Restaurant on property situated at 700 North Salina Street

Dear Mr. Copanas;

On May 18, 2020, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

Four people spoke in favor of the proposal. No one spoke in opposition to the proposal.

The City Planning Commission granted two waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the sign and live and/or electronically amplified entertainment location regulations.

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

Sincerely,

Heather A. Lamendola
for Heather A. Lamendola
Zoning Administrator

Ends: (6)

Owner Louis Santaro
770 James Street
Syracuse, New York 13202

Applicant: Edward Withers
172 South Collingwood Avenue
Syracuse, New York 13206

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

www.syr.gov.net

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Ordinance No.

2020

ORDINANCE AMENDING ORDINANCE NO. 117-2020 AUTHORIZING CONSOLIDATED SUBMISSION FOR 2020-2021 (YEAR 46) COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS: FIVE-YEAR CONSOLIDATED PLAN (2020-2024) AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); EMERGENCY SOLUTIONS GRANT (ESG); HOME INVESTMENT PARTNERSHIP GRANT (HOME); AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) GRANT TO ADD APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) AND THE EMERGENCY SOLUTIONS GRANT - CORONAVIRUS (ESG-CV)

BE IT ORDAINED, that Ordinance No. 117-2020 is hereby amended to read as follows:

WHEREAS, the City of Syracuse is an eligible community to receive Community Development Block Grant funds; Emergency Solutions Grant funds; HOME Investment Partnership Grant funds; and Housing Opportunities for Persons with AIDS (HOPWA) Grant funds for 2020-2021 (Year 46) pursuant to the Housing and Community Development Act of 1974 (the "Act") and pursuant to the CARES Act of 2020 passed in an effort to provide funding to communities to prevent, prepare and respond to the novel Coronavirus, the City is eligible for Community Development Block Grant - Corona virus (CDBG-CV) and Emergency Solutions Grant - Corona virus (ESG-CV); and

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

WHEREAS, the City is also reviewing a new Five-Year Consolidated Plan (2020-2024) pursuant to the Act; and

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

WHEREAS, the Department of Neighborhood and Business Development (formerly known as the Department of Community Development) has held a public meeting on the Community Development Program on February 19, 2020 at 5:00 p.m. in the Common Council Chambers, Third Floor, City Hall, Syracuse, New York; and

WHEREAS, the Common Council of the City of Syracuse has held a public hearing on the Community Development Program on March 2, 2020 at 5:30 p.m.; NOW THEREFORE,

BE IT ORDAINED, that this Common Council hereby approves the 2020-2021 (Year 46) Consolidated Submission for Community Planning and Development Programs for the City of Syracuse as set forth in the proposed First Year Action Plan Budget (Year 46) which is attached as Appendix "A" to this Ordinance; and

BE IT FURTHER ORDAINED, that this Common Council hereby approves the ESG-CV and CDBG-CV Supplemental Funding Budgets for the City of Syracuse as set forth in the two primary budgets for ESG-CV and CDBG-CV which are attached as Appendix "B" and Appendix "C" to this Ordinance; and

BE IT FURTHER ORDAINED, that this Common Council hereby approves the Five-Year Consolidated Plan (2020-2024) as amended by the Supplemental Funding; and

BE IT FURTHER ORDAINED, that this Common Council hereby requires that Common Council approval by ordinance by two-thirds vote of all the members of the Council shall be

necessary for the access and use of any HUD-108 funds for loans for any economic development project and a copy of such ordinance shall be submitted with the application for use of such HUD-108 funds in addition to any other documentation required by the applicable HUD rules and regulations; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse is hereby authorized to execute the certifications set forth in Section 91.225-Certifications which are on file with the City Clerk and before this Council; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized to execute and file with the United States Department of Housing and Urban Development an application, a copy of which is on file with the City Clerk and before this Council, for the 2020-2021 (Year 46) Community Development Block Grant Program funds in an amount not to exceed \$5,061,399 (est.); Emergency Solutions Grant Program funds in an amount not to exceed \$426,583 (est.); HOME Investment Partnership Program funds in an amount not to exceed \$1,424,695 (est.); Housing Opportunities for Persons with AIDS (HOPWA) in an amount not to exceed \$399,497 (est.); Community Development Block Grant - Coronavirus funds in an amount not to exceed \$2,977,548 (est.); and Emergency Solutions Grant - Coronavirus funds in an amount not to exceed \$1,470,976 (est.).

DRAFT Year 46 CDBG Budget (May 1, 2020 - April 30, 2021)

Applicant	Program	Year 45 FINAL Allocation	Year 46 Requested	Year 46 DRAFT Allocation	Variance (Request vs. Prior Year)	% of Total
ARISE, Inc.	Housing Referral and Advocacy Program	\$ 28,735	\$63,433	\$27,565	(\$1,170)	0.5%
Boys and Girls Club	Junior Staff	\$ -	\$117,250	\$0	\$0	0.0%
Catholic Charities of Onondaga County	Staffing: Eviction Prevention + Relocation Assistance Program	\$ 182,337	\$182,865	\$182,865	\$528	3.6%
	Direct Financial Assistance for Relocation Program	\$ 28,997	\$45,370	\$27,815	(\$1,182)	0.5%
CenterState CEO Foundation	Build Ready & Up Start for Syracuse Build	\$ 31,121	\$75,000	\$29,853	(\$1,268)	0.6%
CNY Fair Housing	Education, Enforcement, + Tenant Counseling	\$ 61,313	\$90,000	\$58,815	(\$2,498)	1.2%
Dunbar Association	Youth+Senior Program	\$ 21,785	\$62,000	\$22,151	\$366	0.4%
Empire Housing	Far Westside/City of Syracuse Revitalization Strategy	\$ 71,786	\$125,000	\$68,862	(\$2,924)	1.4%
Goodlife Philanthropic Youth Foundation	315 Lift	\$ -	\$50,000	\$10,000	\$10,000	0.2%
Greater Syracuse Tenant Network	Tenant Advocacy in HUD Buildings	\$ 38,072	\$52,000	\$36,521	(\$1,551)	0.7%
Home HeadQuarters	Urgent Care Repair Program*	\$ 1,451,905	\$2,000,000	\$1,451,905	\$0	28.7%
	SHARP Program	\$ 259,343	\$250,000	\$248,778	(\$10,565)	-4.9%
	Homeownership Services - Downpayment Assistance	\$ 260,381	\$250,000	\$249,773	(\$10,608)	-4.9%
	Homeownership Center	\$ 155,606	\$175,000	\$149,257	(\$6,339)	2.9%
Huntington Family Centers, Inc.	Youth Services Program + Senior Program	\$ 27,405	\$43,343	\$26,289	(\$1,116)	0.5%
InterFaith Works of CNY	Center for New Americans + Tenant Counseling / Housing Stability	\$ 61,988	\$64,860	\$60,652	(\$1,336)	1.2%
Jubilee Homes	Workforce + SW Neighborhood Economic Development	\$ 191,245	\$301,840	\$183,454	(\$7,791)	3.6%
Legal Services of CNY	Legal Services for Syracuse Housing Authority Tenants Resident Advocate	\$ -	\$72,298	\$0	\$0	0.0%
Northeast Hawley Development Association (NEHDA)	Neighborhood Revitalization and Stabilization Program	\$ 70,104	\$78,000	\$67,248	(\$2,356)	1.3%
Northside Learning Center	Increasing Wages, improving English Literacy	\$ -	\$37,182	\$0	\$0	0.0%
Onondaga County Public Library	Youth Technology Leaders Workforce Development Program	\$ 25,934	\$24,908	\$0	(\$25,934)	0.0%
OnPoint For College	Career Services Program	\$ 11,411	\$12,000	\$11,000	(\$411)	0.2%
PEACE	Let Me Be Great: Be Great	\$ -	\$51,034	\$17,166	\$17,166	0.3%
RISE	Refugee Immigrant Self-Empowerment	\$ -	\$24,000	\$0	\$0	0.0%
Syracuse Model Neighborhood Corporation (SMNC)	H STAR Program (Proposed amount see HOME budget)	\$ 31,121	\$549,780	\$0	(\$31,121)	0.0%
Syracuse Model Neighborhood Facility, Inc.	Southwest Community Center (Focus on Youth, Seniors)	\$ 408,448	\$479,593	\$391,808	(\$16,640)	7.7%
Syracuse Northeast Community Center	Northeast Community Center (Focus on Youth, Seniors)	\$ 313,073	\$478,739	\$300,318	(\$12,755)	5.9%
Welch Terrace	Welch Terrace Housing	\$ 10,374	\$10,000	\$10,000	(\$374)	0.2%
Westcott Community Center	Community Center Programming (Focus on Youth, Seniors)	\$ 106,785	\$260,922	\$102,435	(\$4,350)	2.0%
Women's Opportunity Center	Journey To Success	\$ 24,638	\$44,768	\$24,816	\$178	0.5%
YWCA	Girls Inc.	\$ 17,895	\$123,781	\$15,000	(\$2,895)	0.3%
NBD Distressed Property	Vacant Property Remediation (e.g. renovation, demolition)	\$ 79,376	\$79,376	\$248,752	\$169,376	-4.9%
City of Syracuse NBD (20% Cap)	NBD Administration	\$ 970,968	\$988,291	\$988,291	\$17,323	19.5%
Common Council	Budget Adjustment	\$ -	\$ -	\$50,000	\$50,000	1.0%
GRAND TOTAL: PROPOSED ALLOCATION -->		\$ 4,963,929	\$7,262,633	\$5,061,399	n/a	100%
CDBG Program Summary:						
		Expected CDBG Allocation	\$ 5,061,399			
		Program Income - Prior Year	\$ 8,300			
		Total Estimated Available Funds:	\$ 5,070,199			
				\$5,061,399		
				\$8,800		
				\$5,070,199		

DRAFT Year 46 ESG Budget (May 1, 2020 - April 30, 2021)

EMERGENCY SOLUTIONS GRANT BUDGET YEAR 46

Agency	Program	ESG Category	Year 45 Allocated	Year 46 Requested	Year 46 Draft Allocated	Year 46 Final	% of Allocation
Catholic Charities	Housing Stability Program	Homeless Prevention	\$ 71,202.06	\$77,647	\$73,000	\$71,229	16.7%
Chadwick Residence	Transitional Housing	Transitional Housing	\$ 12,381.89	\$16,000	\$14,000	\$13,651	3.2%
Hiscock Legal Aid Society	Homeless Prevention Legal Services	Homeless Prevention	\$ 74,402.78	\$99,621	\$72,619	\$71,239	16.7%
In My Father's Kitchen	Under the Bridge Street Outreach	Street Outreach	\$ 57,782.16	\$69,950	\$58,500	\$57,162	13.4%
Interfaith Works	Housing Stabilization/Case Management	Homeless Prevention	\$ 24,752.78	\$33,083	\$25,000	\$24,315	5.7%
Liberty Resources Inc.	DePalmer House	Transitional	\$12,381.89	\$15,466	\$14,000	\$13,651	3.2%
Rescue Mission	HIS Team	Street Outreach	\$ 18,572.84	\$45,000	\$29,000	\$28,581	6.7%
The Salvation Army	TAPC	Rapid Rehousing	\$ 16,509.19	\$17,500	\$16,600	\$16,210	2.8%
The Salvation Army	Barnabas Case Management	Rapid Rehousing	\$ 12,381.89	\$12,500	\$12,500	\$12,371	2.9%
The Salvation Army	HALE	Rapid Rehousing	\$ 33,013.37	\$50,000	\$36,000	\$35,406	8.3%
Volunteer Lawyers Project	Eviction Defense Program	Homeless Prevention	\$ 49,527.56	\$100,000	\$52,000	\$50,763	11.3%
NBD	NBD Administration	Administration	\$ 31,047.59		\$32,693	\$31,394	7.5%
Total Expected			\$419,972	\$ 536,767	\$495,912	\$ 426,583	100.0%

DRAFT Year 46 HOME Budget (May 1, 2020 - April 30, 2021)

Funded Activities for HOME Program Year 46	Year 46 Draft Budget	Year 46 Final	% of Allocation
Total CHDO Operating Assistance (5% Max.)*	\$ 69,383	\$ 71,235	5.0%
Certified Community Housing Development Organizations - CHDO Operating Assistance			
Covenant Housing	\$ 22,133	\$ 23,000	1.6%
Jubilee Homes of Syracuse, Inc.	\$ 32,250	\$ 33,000	2.3%
Syracuse Model Neighborhood Corporation (SMNC)*	\$ 15,000	\$ 15,235	1.1%
CHDO Generated Activities - (15% Min.)*	\$ 208,148	\$ 213,704	15.0%
CHDO-Eligible Construction Activities - Targeted to SMNC	\$ 208,148	\$ 213,704	
Developer Subsidies and Direct Homebuyer Assistance	\$ 796,355	\$ 822,286	57.7%
Tenant Based Rental Assistance	\$ 175,000	\$ 175,000	12.2%
HOME Administration - (10% Max.)*	\$ 138,765	\$ 142,470	10.0%
TOTAL HOME INVESTMENT PARTNERSHIP FUND ALLOCATION FROM HUD	\$ 1,387,651	\$ 1,424,695	100.0%
*Mandated by HOME regulations			
Estimated Program Income Program Year 44 (if received, will be allocated to developer subsidies.)	\$ 60,226	\$ 60,226	
Total PY 46 Allocation (Including Program Income)	\$ 1,447,877	\$ 1,484,921	

Appendix "B"

ESG - CV Budget (2020-2021)

Agency	Program	ESG Category	ESG CV Allocated	% of Allocation
Catholic Charities	CV Homeless Prevention Program	Homeless Prevention	\$ 100,000.00	6.7982%
The Salvation Army	CV Homeless Prevention Program	Homeless Prevention	\$ 100,000.00	6.7982%
DSS	Direct Financial Assistance	Homeless Prevention	\$ 713,879.00	48.5310%
Catholic Charities	Case Management Services	Rapid Rehousing	\$ 80,000.00	5.4386%
Rescue Mission	Case Management Services	Rapid Rehousing	\$ 80,000.00	5.4386%
Rescue Mission	Direct Financial Assistance	Rapid Rehousing	\$ 100,000.00	6.7982%
Catholic Charities	Direct Financial Assistance	Rapid Rehousing	\$ 100,000.00	6.7982%
Rescue Mission	HIS Team	Street Outreach	\$ 25,000.00	1.6996%
IMFK	Under the Bridge	Street Outreach	\$ 25,000.00	1.6996%
DSS	DSS Administration	Administration	\$ 71,388.00	4.8531%
NBD	NBD Administration	Administration	\$ 75,709.00	5.1469%
			\$ 1,470,976	100.00%

6/19/2020

Homeless Prevention \$913,879.00
 Rapid Rehousing \$360,000.00
 Street Outreach \$50,000.00
 Admin \$147,097.60
 Total allocation \$1,470,976

**City of Syracuse
DRAFT CDBG-CV Program Budget**

Funded Activities for CDBG-CV Year 46:	May 1, 2020 - April 30, 2021	Year 46 Proposed Budget	Households assisted per program year
CV Distressed Properties Emergency Demolitions and Land Bank		\$513,225	
CV Housing Services Catholic Charities Eviction Prevention Program (Casework, Admin)		\$109,000	65HH
CV Financial Counseling FEC Program		\$20,000	55 HH
CV Home Improvement HHQ Urgent Care Program		\$217,786	70 HH
CV Home Improvement HHQ SHARP Program		\$160,000	60HH
CV Landlord Property Repair Fund HHQ		\$150,000	40HH
CV Housing Legal Services Volunteer Lawyers Project		\$50,000	50 HH
Small Business Micro Loan Program SEDCO		\$150,000	6 Businesses minimum
Direct Financial Assistance Department of Social Services Economic Security		\$1,250,000	500 HH
Program Subtotal		\$2,620,011	
Admin (20% Max: \$595,509)			
Admin : Staffing		\$357,537	
Admin Subtotal		\$357,537	
TOTAL EXPENSES		\$2,977,548	
HUD Total PY 46 CV CDBG Allocation		\$2,977,548	



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DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner
Michael Collins

Deputy Commissioner
Jennifer Tiff

June 29th, 2020

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

Re: Legislation Request – Final Budgets for CARES Act ESG-CV and CDBG-CV Supplemental Funding (2020-2021)

Dear Mr. Copanas:

Please prepare legislation for the next Common Council agenda on behalf of the Department of Neighborhood and Business Development approving the ESG-CV and CDBG-CV budget. The ESG/ CDBG-CV Plan will include a substantial amendment to the Fifth Annual Action Plan to be approved by the U.S. Department of Housing and Urban Development containing allocations for both grants provided by the CARES Act to prevent, prepare and respond to the novel coronavirus.

Community Development Block Grant-Coronavirus (CDBG-CV): \$2,977,548
Emergency Solutions Grant- Coronavirus (ESG-CV) \$1,470,976

Attached please find two primary budgets for CDBG -CV and ESG-CV allocations that reflect the actual expected award. I am happy to answer any questions at x8109 or via email at mcollins@syrgov.net.

**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

Sincerely,

Michael Collins
Commissioner

Cc: Sharon Owens, Deputy Mayor
La'retta Castro, Director of Neighborhood Grants

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5

**ORDINANCE AUTHORIZING AN
INTERMUNICIPAL AGREEMENT WITH THE
ONONDAGA COUNTY DEPARTMENT OF
SOCIAL SERVICES (DSS) FOR DSS TO
ADMINISTER OF FUNDING IN AN AMOUNT
NOT TO EXCEED \$1,250,000 RECEIVED BY THE
CITY OF SYRACUSE UNDER THE
DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT (HUD) COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG-CV)
TO PROVIDE DIRECT FINANCIAL ASSISTANCE
TO QUALIFIED CITY OF SYRACUSE
RESIDENTS ON BEHALF OF THE CITY OF
SYRACUSE DEPARTMENT OF
NEIGHBORHOOD AND BUSINESS
DEVELOPMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an intermunicipal agreement with the Onondaga County Department of Social Services to administer funding in an amount not to exceed \$1,250,000 that was received by the City of Syracuse under the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG-CV) to provide direct financial assistance to qualified City of Syracuse residents on behalf of the City of Syracuse Department of Neighborhood and Business Development; 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.

ORDINANCE AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE ONONDAGA COUNTY DEPARTMENT OF SOCIAL SERVICES (DSS) FOR DSS TO ADMINISTER OF FUNDING IN AN AMOUNT NOT TO EXCEED \$785,267 RECEIVED BY THE CITY OF SYRACUSE UNDER THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) EMERGENCY SOLUTIONS GRANT (ESG-CV) TO PROVIDE DIRECT FINANCIAL ASSISTANCE TO QUALIFIED CITY OF SYRACUSE RESIDENTS ON BEHALF OF THE CITY OF SYRACUSE DEPARTMENT OF NEIGHBORHOOD AND BUSINESS DEVELOPMENT

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an intermunicipal agreement with the Onondaga County Department of Social Services to administer funding in an amount not to exceed \$785,267 that was received by the City of Syracuse under the Department of Housing and Urban Development (HUD) Emergency Solutions Grant - Coronavirus (ESG-CV) to provide direct financial assistance to qualified City of Syracuse residents on behalf of the City of Syracuse Department of Neighborhood and Business Development; 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 NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 25, 2020

Commissioner
Michael Collins

Deputy Commissioner
Jennifer Tift

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

Re: Ordinance Authorizing the Department of Neighborhood and Business Development to enter into two (2) Inter-Municipal Agreements with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Dear Mr. Copanas:

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

- Ordinance Authorizing the Department of Neighborhood and Business Development (NBD) to enter into an Inter-Municipal Agreement with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the CARES Act, for direct financial assistance to qualified Syracuse residents. These funds are available through the Department of Housing and Urban Development's (HUD) Community Development Block Grant-Coronavirus (CDBG-CV). The contract will be in the amount of \$1,250,000.
- Ordinance Authorizing the Department of Neighborhood and Business Development (NBD) to enter into an Inter-Municipal Agreement with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the CARES Act, for direct financial assistance to qualified Syracuse residents. These funds are available through the Department of Housing and Urban Development's (HUD) Emergency Solutions Grant-Coronavirus (ESG-CV). The contract will be in the amount of \$785,267.

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov.net

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4

Sincerely,

A handwritten signature in black ink, appearing to read 'MLC', written in a cursive style.

Michael Collins
Commissioner

Cc: Sharon Owens, Deputy Mayor
Joseph Barry III, First Assistant Corporation Counsel
La'retta Castro, Director of Neighborhood Grants



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management and Budget *ac*
DATE: June 30, 2020
SUBJECT: Inter-Municipal Agreement with Onondaga County

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Neighborhood & Business Development, I am requesting two (2) Inter-Municipal Agreements (IMA) with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

- Ordinance authorizing the Department of Neighborhood and Business Development (NBD) to enter into an Inter-Municipal Agreement with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the CARES Act, for direct financial assistance to qualified Syracuse residents. These funds are available through the Department of Housing and Urban Development's (HUD) Community Development Block Grant – Coronavirus (CDBG-CV). The contract will be in the amount of \$1,250,000.
- Ordinance authorizing the Department of Neighborhood and Business Development (NBD) to enter into an Inter-Municipal Agreement with Onondaga County Department of Social Services to administer direct financial housing assistance to Syracuse residents, as funded under the CARES Act, for direct financial assistance to qualified Syracuse residents. These funds are available through the Department of Housing and Urban Development's (HUD) Emergency Solutions Grant-Coronavirus (ESG-CV). The contract will be in the amount of \$785,267.

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

Thank you for your attention regarding this matter.

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



Mayor Ben Walsh
City of Syracuse, New York

7/1/20
Date

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

**RESOLUTION RELATIVE TO APPOINTING
ATTORNEY RONNIE WHITE JR AS LEGAL
COUNSEL FOR THE COMMON COUNCIL
PURSUANT TO SECTION 4-110 OF THE
CHARTER OF THE CITY OF SYRACUSE**

WHEREAS, Section 4-110 of the Charter of the City of Syracuse authorizes the Common Council to appoint and fix the compensation of legal counsel to assist them in the preparation of legislation, to provide legal advice to the Common Council and to represent the Common Council in litigation when authorized by the Common Council to do so; and

WHEREAS, the Common Council has determined that legal counsel is necessary on an as-needed basis to provide legal advice and legislative drafting services to the Common Council; and

NOW, THEREFORE,

BE IT RESOLVED, that this Common Council hereby appoints Attorney Ronnie White Jr. whose office is located at 499 S. Warren Street, Suite 3050, Syracuse, NY 13202 as outside legal counsel for the Common Council to provide legal advice and legislative drafting services to the Common Council on an as-needed basis; and

BE IT FURTHER RESOLVED, that the payments for such legal counsel authorized by this Resolution shall be paid by the Commissioner of Finance from Common Council Account #01.10100.415, up to an amount not to exceed \$25,000, upon the submittal by the City Clerk of appropriate invoices and documentation to the satisfaction of the Commissioner of Finance in accordance with the Charter of the City of Syracuse; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Common Council Office
314 City Hall
Syracuse, N.Y. 13202



Council Office: (315) 448-8466
Fax: (315) 448-8423

CITY OF SYRACUSE COMMON COUNCIL

KHALID BEY
Councilor-at-Large
President Pro-Tempore

July 2, 2020

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

Dear Mr. Copanas:

Please prepare legislation for the regularly scheduled Common Council meeting July 13, 2020 to retain Mr. Ronnie White Jr., Esq. as outside Counsel to represent the Common Council. I have attached Mr. White, Jr. resume detailing his extensive experience and credentials.

Pursuant to Section 4-110, the Common Council in matters where the Administration and the Council are in disagreement pursuant to the interpretation of the City Charter powers of the legislature vs the executive and to draft legislation when the Corporation Counsel asserts a conflict and will not draft Council requested legislation, the Council shall retain outside legal counsel.

The payments for such legal counsel authorized by this Resolution shall be paid by the City Clerk on behalf of the Common Council at the rate of \$150.00 per hour in an amount not to exceed \$25,000.00, from Common Council Account #01.10100.415.

Sincerely,

Khalid Bey
Councilor-at- Large
President Pro Tempore

Ronnie White Jr., Esq.
499 S. Warren St. Suite 3050, Syracuse, NY 13202
(315) 217.1760
(315) 284.2839 - Fax
ronniewhitejresq@gmail.com

Admissions

New York, January 2014 # 5213384
Northern District of New York, July 2016 #520136

EDUCATION

Syracuse University College of Law, Syracuse, NY
J.D., Certificate in Technology Commercialization Law, May 2013

Honors: *Syracuse Journal of Science and Technology Law*, Associate Editor 2011-2012, Computer Editor
Dean's List Spring 2011

Activities: Black Law Students Association, Treasurer
Student Bar Association, Senator (Law School Student Government)
Alternative Dispute Resolution Society, Member
Intellectual Property Law Society, Member

Georgia State University, Atlanta, GA

B.A. History & B.A. Political Science w/ Concentration in Pre-Law, May 2010
Activities: Pi Kappa Phi Fraternity, Beta Kappa Chapter, Executive Council Member
Men's Lacrosse Club

EXPERIENCE

The Law Office of Ronnie White Jr., Esq. Syracuse, NY
Principal Attorney September 2019-Present

Solo Practitioner of a general services law firm specializing in the areas of Criminal, Family, Civil Rights, Municipal, Business, Corporate, and Civil Litigation matters.

The Law Firm of Frank W. Miller Syracuse, NY
Associate Attorney September 2018-June 2019

Responsible for researching complex procedural and substantive law issues, engaging in discovery practice, and assisting in motion practice by drafting papers and arguing motions in the areas of municipal defense, civil rights, labor and employment and educational law.

Mackenzie Hughes, LLP Syracuse, NY
Associate Attorney November 2017-September 2018

Researched complex procedural and substantive law issues, engaged in discovery practice, and assisted in motion practice by drafting papers and arguing motions in the areas of insurance defense, general litigation and toxic torts.

Onondaga County Department of Law Syracuse, NY
Deputy County Attorney September 2013-October 2017

Responsible for all facets of the County's litigation practice in state and federal court including, the drafting, filing and arguing of motions, responding to and conducting discovery, and conducting trials and hearings.

Honorable Deborah Karalunas, NY Supreme Court Comm. Div. Syracuse, NY
Extern August 2012-May 2013

Responsible for drafting bench memoranda for the court on motions, researching trial evidentiary, procedural and legal issues, and processing mortgage foreclosure files.

New York State Attorney General, Syracuse Regional Office

Extern

Syracuse, NY

Summer 2012

Engaged in civil litigation in the fields of municipal defense, prisoner law, consumer advocacy, and health law, which included the preparation of discovery responses, answers, memoranda of law and motions.

Office of the Minority Leader, Georgia State Capitol

Intern

Atlanta, GA

Spring 2010

Responsible for the preparation of summaries on legislation and committee meetings, vote tracking spreadsheets, and data entry projects.

SKILLS

Basic mediation; advanced computer troubleshooting; intermediate networking; installation of new computer hardware and software; intermediate computer repair; advanced Microsoft Office; remote connectivity (RDP, Citrix, VPNs); 10 line phone systems; and personnel management and development.

Local Law No.
City of Syracuse

2020

**A LOCAL LAW OF THE CITY OF SYRACUSE
AMENDING LOCAL LAW NO. 7 OF 1962, AS
PREVIOUSLY AMENDED BY LOCAL LAW NO.
13 OF 1968, LOCAL LAW NO. 1 OF 1975, AND
LOCAL LAW NO. 4 OF 1976, WHICH
ESTABLISHED ARTICLE III TRAVEL AND
TRAVEL EXPENSES OF CHAPTER 12, OFFICER
AND EMPLOYEES, OF THE LOCAL LAWS OF
THE CITY OF SYRACUSE**

BE IT ENACTED, by the Common Council of the City of Syracuse, that Local Law No. 7 of 1962, as previously amended by Local Law No. 13 of 1968, Local Law No, 1 of 1975, and Local Law, No. 4 of 1976 be and is hereby amended in its entirety to read as follows:

ARTICLE III. – TRAVEL POLICY

DIVISION I. – GENERALLY

Sec. 12-51. Purpose.

The purpose of this Article is to establish a comprehensive travel policy for the City of Syracuse pursuant to the authority granted to the City by Sections 77-b of the New York State General Municipal Law, as amended, which authorizes and empowers the Common Council of the City of Syracuse to enact legislation to delegate the power to authorize travel for official City business, including all actual and necessary expenses of all elements of such travel and Section 77-c of the General Municipal Law, as amended, which authorizes and empowers the Common Council of the City of Syracuse to enact legislation adopting a reasonable per diem allowance for meals in lieu of reimbursing employees for their actual and necessary expenses for meals in conjunction with travel on official business.

Sec. 12-52. Scope.

The provisions of this Article shall be applicable to all City officials and employees for all travel outside of Onondaga County.

Sec. 12-53. Violations.

Any officer or employee of the City of Syracuse who violates any of the provisions of this policy may have reimbursement for otherwise authorized expenses denied.

DIVISION II. – CONVENTIONS, CONFERENCES, SCHOOLS, AND OTHER OFFICIAL BUSINESS TRAVEL

Sec. 12-54. Authority to authorize attendance.

Pursuant to Section 77-b of the General Municipal Law, as amended, power is hereby delegated to the Mayor to both authorize the attendance of City officers and employees to attend an official or unofficial convention, conference, school or other official business travel conducted for the betterment of municipal government, and to delegate said authority to City Department Heads for the attendance of their respective Departmental employees. If the estimated travel costs are over \$1,000 the travel must also be approved by the Mayor or Budget Director. A Budget Analyst must confirm the availability of Departmental or grant funds to cover the expense of the proposed travel.

Sec. 12-55. Time for submission of request.

Complete requests for all travel, must be entered into the system, designated by the Mayor, which includes approval by the Bureau of Accounts at least two weeks prior to the date of travel. Requests submitted less than two weeks prior to the date of travel must provide the

rationale for the timing of the request. If a discount applies for early registration or for a government rate, request for travel must be submitted in advance to ensure lowest available rate is obtained, whenever practicable.

Sec. 12-56. Contents of complete request.

A complete travel request shall contain all relevant documentation including, but not limited to the dates of travel, proposed itinerary, conference brochure, costs of hotel and flight and other means of transportation. Clear and concise justification for all travel is required. The budget account to which the travel is to be charged must be specified, including funding sources when grant funds are being utilized. Incomplete requests will not be accepted.

Sec. 12-57. Travel Days.

If the convention, conference, school, or other official City business concludes with sufficient time for the traveler to return to Syracuse that day, the traveler is required to do so. If the traveler opts to stay over, they must obtain approval from their department head and utilize the teleworking policy, personal time, or vacation time. The traveler will be responsible for all additional travel related expenses

Sec. 12-58. Meal allowance.

The United States General Services Administration rate or the rate set by any succeeding federal entity charged with setting such rates, including any periodic adjustments, shall be the City of Syracuse per diem allowance for meals. There will be a proportionate adjustment for the per diem meal allowance when travel does not encompass the entire day. The current standards for meal allowance will be made available to employees by the Commissioner of Finance.

Sec. 12-59. Lodging.

If a government rate exists and is the least expensive option, travelers are required to use it. The City of Syracuse is exempt from certain taxes on hotel charges. A tax exempt certificate, must be obtained from the Commissioner of Finance and must be presented to verify the City's tax exempt status.

Sec. 12-60. Payment of travel and living expenses authorized.

Actual or necessary expenses of travel, meals, lodging, registration fees and tuition incurred by any person duly authorized to attend a convention, conference, school, or other official business travel shall be a City charge against the proper appropriation item of the respective Department, and shall be paid by the Commissioner of Finance upon presentation of a duly itemized voucher, supported by invoices or receipts, and signed by the respective claimant and Department head. Authorized tuition fees shall include required courses to maintain New York State mandated professional certifications.

Sec. 12-61. Reimbursement of eligible out of pocket expenses.

Any out of pocket expenses paid by the officer or employee that are eligible for reimbursement by the City must be documented with a receipt. A voucher must be submitted for reimbursement along with supporting documents within a reasonable time, not to exceed six weeks, from the return date from the approved travel. Examples of common reimbursable items are: toll receipts, original paid hotel bills, parking receipts and gas receipts for City owned vehicles. The City will reimburse travelers for up to a 15% gratuity for transportation such as taxi's or ride services. Any gratuity in excess of 15% is the responsibility of the traveler.

Sec. 12-62. Advancement of expenses.

The Commissioner of Finance is authorized to advance money in a sum not to exceed

five hundred dollars (\$500.00) for estimated expenditures for registration fees, travel, meals, lodging, and tuition to any duly authorized City official and employee traveling outside the County of Onondaga upon official City business or to attend a convention, conference or school upon submission of a signed statement on a form to be prescribed by the Commissioner of Finance specifying the destination of the trip, purpose and estimated cost for registration fees, travel, meals, lodging, and tuition.

Sec. 12-63. Accounting for expenses required.

Within five (5) days after the official or employee shall return to the City following the completion of the travel, unless such time shall be extended by the Commissioner of Finance, such City official or employee shall submit to the Commissioner of Finance an itemized signed statement of actual expenditures incurred and refund monies advanced in excess of said expenditures or submit a signed statement as to actual expenditures in excess of the advance.

Sec. 12-64. Failure to properly account for expenditures.

In the event any City official or employee receiving an advance, as authorized herein, shall fail to submit a signed itemized statement as to actual expenditures and/or fails to refund monies advanced in excess of such expenditure, the Commissioner of Finance is authorized after written notice to the City official or employee to withhold the amount of the advance from the salary of such individual.

DIVISION III. – VEHICLE EXPENSES

Sec. 12-65. Travel outside Onondaga County.

Officers or employees traveling outside Onondaga County by automobile must first request a City vehicle. If a City vehicle is unavailable, a privately-owned vehicle may be used. If

a rental vehicle is required, specific approval must be granted by the Department Head. If the travel involves tolls, an EZpass transponder should be requested.

Sec. 12-66. Reimbursement authorized.

The Commissioner of Finance is authorized to reimburse travel expenses of City officers or employees traveling in privately-owned vehicles outside Onondaga County for business or educational purposes at the current rate established by the Internal Revenue Service. The total travel mileage must be calculated, using a mapping website such as MapQuest or Google Maps, from the City work address to the final destination and back to the City work address. The travel request must be supported by a copy of the total mileage calculation.

Sec. 12-67. City credit card.

The City credit card can be used to pay for approved Departmental travel expenses within a designated monetary limit; unless a higher monetary limit is authorized by the Commissioner of Finance upon a Departmental showing of need.

Sec. 12-68. Severability

The invalidity of any provision or provisions of this chapter shall not affect the validity of the remaining provisions thereof, but such remaining provisions shall continue in full force and effect.

Sec. 12-69. Effective Date.

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

Sec. 12-70. – Sec. 12-100. Reserved

14-18-22



Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

May 20, 2020

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

RE: Legislation: Amend Local Law Relating to the City of Syracuse Travel Policy

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting introducing an amendment to Local Law No.4 of 1976 relating to the travel of city employees on city business or educational purposes, to create a comprehensive travel policy for the City of Syracuse.

Very truly yours,

Mary E. Vossler
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

15

Ordinance No.

2020

ORDINANCE AUTHORIZING AN AGREEMENT WITH THE CROUSE MARSHALL BUSINESS IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION FOR ADMINISTRATION OF THE CROUSE MARSHALL BUSINESS IMPROVEMENT DISTRICT FOR THE PERIOD JULY 1, 2020 – JUNE 30, 2021

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 Crouse Marshall Business Improvement District Management Association to facilitate the administration of the Crouse Marshall Business Improvement District (“CMBID”) for the 2020/2021 fiscal year; and

BE IT FURTHER ORDAINED, that the CMBID shall be administered in accordance with the terms of Article 19-A of the General Municipal Law including §980-1 relating to expenditure of district funds; and

BE IT FURTHER ORDAINED, that said agreement shall have a not to exceed cost of \$93,750.00 for the 2020/2021 fiscal year to be charged to an account to be established by the Commissioner of Finance in accordance with Article 19-A of the General Municipal Law; 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.



15

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 24, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

Re: Request for Legislation-Crouse-Marshall Special Assessment Program

Dear Mr. Copanas:

Please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing the annual contract between the City of Syracuse and Crouse-Marshall for administration of the Crouse-Marshall Special Assessment Program for the Fiscal Year 2020/2021.

The amount of the special assessment per the approved 2020/2021 budget is \$93,750,000.

Thank you.

Sincerely,

Mary E. Vossler
Office of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

ORDINANCE AUTHORIZING AN AGREEMENT WITH THE DOWNTOWN COMMITTEE OF SYRACUSE FOR ADMINISTRATION OF THE DOWNTOWN SPECIAL ASSESSMENT PROGRAM FOR THE PERIOD JULY 1, 2020 - JUNE 30, 2021

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 Downtown Committee of Syracuse to provide for operation and maintenance functions associated with the Special Assessment District pursuant to General Ordinances #27-1975 and #53-1988, as amended; said agreement, which shall commence July 1, 2020 and terminate on June 30, 2021, shall provide that the City shall pay over to the Downtown Committee of Syracuse an amount not to exceed \$985,000.00, which is the 2020/2021 annual budget for the Downtown Special Assessment Fund, and at no time will monthly advance payments to said corporation exceed the balance of the assessments credited to the District Fund; and said agreement shall further provide that said corporation shall submit quarterly financial reports to the Commissioner of Finance and submit to the Common Council and the Mayor an annual report indicating activities and accomplishments for the previous year; 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.

OFFICE OF MANAGEMENT & BUDGET
CITY OF SYRACUSE, MAYOR BEN WALSH



Mary E. Vossler
Director

June 24, 2020

Julie Castellitto
Assistant Director

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

Re: Request for Legislation-Downtown Special Assessment Program

Dear Mr. Copanas:

Please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing the annual contract between the City of Syracuse and the Downtown Committee of Syracuse for administration of the Downtown Special Assessment Program for the Fiscal Year 2020/2021.

The amount of the special assessment per the approved 2020/2021 budget is \$985,000.00.

Thank you.

Sincerely,

Mary E. Vossler
Office of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

ORDINANCE AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED FOR THE PROPERTY AT 307-309 HOLLAND STREET, SYRACUSE, NEW YORK IN ORDER TO EXTINGUISH THE REVERTER CLAUSE IN THE PREVIOUSLY AUTHORIZED DEED TRANSFERRING THE PROPERTY TO HOME HEADQUARTERS, INC

WHEREAS, the City of Syracuse (“the City”) conveyed the property at 307-309 Holland Street, Syracuse, New York (hereinafter referred to as “the Property”) to Home Headquarters, Inc. in 2001 and imposed a reverter clause whereby the property would revert back to the City if the renovation of the property was not commenced within six months of the deed or if the property was not sold to a bona fide purchaser; and

WHEREAS, Home Headquarters, Inc. then sold the Property to Syracuse Habitat for Humanity in 2004, without any evidence of the City’s reverter being terminated; and

WHEREAS, the Greater Syracuse Property Development Corporation, also known as the Syracuse Land Bank, wishes to purchase the property from Syracuse Habitat for Humanity and has requested that the City execute a quitclaim deed extinguishing the City’s reverter in order to clean up the title for the Property; and

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the Mayor to execute a deed to the Greater Syracuse Property Development Corporation relinquishing the City’s reversionary interest in the Property, consideration of which shall be One Dollar (\$1.00);

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 by Greater Syracuse Property Development Corporation, the Mayor is hereby authorized and empowered to make, execute and deliver a deed

extinguishing the City's reversionary interest in the property at 307-309 Holland Street, Syracuse, New York to Greater Syracuse Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

17

June 25, 2020

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

RE: Request for Legislation to Extinguish Reverter for 307-09 Holland Street

Dear Mr. Copanas:

The City conveyed 307-09 Holland Street to Home Headquarters, Inc. in 2001 and imposed a reverter clause whereby the property would revert back to the City if renovation of the property was not commenced within six months of the deed or if the property was not sold to a bona fide purchaser. Home Headquarters, Inc. then sold the property to Syracuse Habitat for Humanity in 2004, without any evidence of the City's reverter being terminated. The Land Bank wishes to purchase the property from Habitat and has requested that the City execute a quitclaim deed extinguishing the City's reverter in order to clean up the title.

The Department of Assessment hereby requests legislation authorizing the Mayor to execute a deed to the Greater Syracuse Property Development Corporation relinquishing the City's reversionary interest in the property at 307-09 Holland Street. Consideration will be One Dollar (\$1.00).

Thank you for your consideration.

Very Truly Yours,

David M. Clifford
Commissioner

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

Office 315 448 8270
Fax 315 448 8190

assessment@syr.gov.net

cc: Evan Helgesen
Special Assistant to the Mayor

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

1

Ordinance No.

2020

ORDINANCE AMENDING ORDINANCE NO. 371-2017 AS LAST AMENDED BY ORDINANCE NO. 407-2019 AUTHORIZING CONTRACT WITH BERGMANN ASSOCIATES RELATIVE TO PROVIDING TRAFFIC AND TRANSPORTATION ENGINEERING SERVICES

BE IT ORDAINED, that Ordinance No. 371-2017 as last amended by Ordinance No. 407-2019 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 Bergmann Associates, under the following terms:

(1) Bergmann Associates shall provide required traffic and transportation engineering services on behalf of the Department of Public Works on an as-needed basis;

(2) This contract is for a one-year period effective as of the date of the execution of the contract with the option of two (2) one-year extensions subject to the approval of the Mayor and Common Council; this contract is hereby renewed for the first one-year extension to be effective as of July 21, 2018; this contract was previously renewed for the second one-year extension to be effective as of July 21, 2019; this contract is hereby renewed for a six month extension effective as of July 1, 2020 through December 1, 2020.

(3) The City shall pay to Bergmann Associates for such six month extension an amount not to exceed \$68,000.00 to be paid on a time-and-expense basis for all services under this amended agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #541500.01.81800.

* _____ = new material



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

18

June 26, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: REQUEST FOR LEGISLATION

Dear Mr. Copanas,

The Department of Public Works is requesting Mayoral approval of a contract extension with Bergmann Associates. The original Traffic & Transportation Engineering Services agreement was for a period of one (1) year, with an option for the City to renew for two (2) one (1) year extensions through June 30th, 2020.

The Department of Public Works is requesting a 6 month extension for the period of July 1, 2020 to December 1, 2020.

Expenditures will not exceed \$68,000 and will be charged to the Department of Public Works operating budget line 541500.01.81800

Thank You,

A handwritten signature in cursive script that reads "Jeremy Robinson".

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

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16



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

TO: Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget *MV*
DATE: June 29, 2020
SUBJECT: Extension of Agreement with Bergmann Associates

Julie Castellitto
Assistant Director

The Department of Public Works is requesting a contract extension agreement with Bergmann Associates. The original Traffic & Transportation Engineering services agreement was for a period of one (1) year, with an option for the City to renew for two (2) one (1) year extensions through June 30th, 2020.

The Department of Public Works is requesting a 6 month extension for the period of July 1, 2020 to December 1, 2020. Expenditures will not exceed \$68,000 and all expenditures will be charged to Account #541500.01.81800.

If you agree to extend this agreement with Bergmann Associates, please indicate so by signing below so that it may be attached to the Common Council letter requesting legislation.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

7/1/20

Date

/tm

cc: Jeremy Robinson, Commissioner of DPW
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.syr.gov.net

ORDINANCE AMENDING ORDINANCE NO. 509-2019 AUTHORIZING CONTRACTS WITH REPUBLIC PARKING SYSTEMS, INC. RELATIVE TO PROVIDING PARKING GARAGE MANAGEMENT AND SECURITY SERVICES FOR THE WASHINGTON STREET GARAGE, THE MADISON-IRVING PARKING GARAGE, AND THE CENTER ARMORY PARKING GARAGE TO UPDATE THE COMPANY NAME TO REEF PARKING, INC., TO EXTEND THE TERM OF THE AGREEMENT FOR A SIX (6) MONTH PERIOD AND INCREASE THE NOT TO EXCEED COST BY \$5,000.00 PER MONTH

BE IT ORDAINED, that Ordinance No. 509-2019 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 Reef Parking (formerly Republic Parking Systems, Inc.), under the following terms:

- (1) Reef Parking, Inc. shall provide all required parking garage management and security services for the following City-owned parking garages at a cost not to exceed the following amounts for all services under the agreements:
 - Washington Street Garage \$348,000.00
 - Madison-Irving Parking Garage \$275,800.00
 - Center Armory Parking Garage \$151,200.00; and
- (2) The term of the contracts for each of these garages is for a one-year period commencing from the date of execution; the contract is hereby extended for a six(6) month period effective as of July 1, 2020, the total cost for services shall be at the in accordance with the monthly rates paid pursuant to the original not to exceed costs noted above with an increase of \$5,000 per month for the six month extension;

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 contracts, 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 these agreements shall be charged to Account #541500.01.81800 or another appropriate account as designated by the Commissioner of Finance.

* _____ = new material



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

19

June 29, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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. 509-2019 with Republic Parking Systems, Inc. now known as REEF Parking for Department of Public Works.

Dear Mr. Copanas:

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

- An Ordinance Amending Original Ordinance No. 509-2019 authorizing an additional six (6) month agreement with Republic Parking Systems, Inc. now known as REEF Parking.
- Amend ordinance for Republic Parking System, Inc. name change to REEF Parking
- Amend ordinance to increase the monthly management fee \$5,000 per month of this extended agreement which will commence on July 1, 2020.

This agreement is for the management of Washington Street Parking Garage, Madison-Irving Parking Garage and Center Armory Parking Garage

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

All other specifications within the agreement will remain the same. This is a three year agreement.

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

Very truly yours,

Jeremy Robinson
Commissioner



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management and Budget *ac*
DATE: July 1, 2020
SUBJECT: Amend Ordinance with Republic Parking Systems, Inc. Now Known as REEF Parking

On behalf of the Department of Public Works, I am requesting that the City of Syracuse amend ordinance #509-2019 for Republic Parking Systems Inc., now known as REEF Parking:

- Amend ordinance for an additional six (6) months until the RFP can be finalized
- Amend ordinance for the change in name "Republic Parking Systems, Inc." to REEF Parking
- Amend ordinance to increase the monthly management fees by \$5,000 per month for the extended agreement commencing on July 1, 2020.

This agreement is for the management of Washington Street Parking Garage, Madison-Irving Parking Garage and Center Armory Parking Garage for the City of Syracuse.

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

7/1/2020
Date

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

/tm
cc: Jeremy Robinson, Commissioner of the Department of Public Works
File

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Jeremy Robinson
Commissioner

Ann Fördock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mary Vossler
Director of Management and Budget
City Hall Room 231
Syracuse, NY 13202

Re: Mayoral Approval to Amend Agreement Ordinance #509-2019 for Republic Parking Systems Inc. Now Known as Reef Parking for Department of Public Works

Dear Ms. Vossler,

Please prepare a letter to the Mayor requesting approval to sign an amended agreement with Republic Parking Systems, Inc., now known as REEF Parking :

- Amend ordinance for an additional six (6) months until the RFP can be finalized
- Amend ordinance for the change in name from " Republic Parking Systems, Inc." to REEF Parking.
- Amend ordinance to increase the monthly management fees by \$5,000 per month for the extended agreement commencing on July 1, 2020.

This agreement is for the management of Washington Street Parking Garage, Madison-Irving Parking Garage and Center Armory Parking Garage for the City of Syracuse.

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

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

Approved: _____ ✓

Denied: _____

Date: 7/1/2020

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.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Mary Vossler
Director of Management and Budget
City Hall Room 231
Syracuse, NY 13202

Re: Mayoral Approval to Amend Agreement Ordinance #509-2019 for Republic Parking Systems Inc. Now Known as Reef Parking for Department of Public Works

Dear Ms. Vossler,

Please prepare a letter to the Mayor requesting approval to sign an amended agreement with Republic Parking Systems, Inc., now known as REEF Parking :

- Amend ordinance for an additional six (6) months until the RFP can be finalized
- Amend ordinance for the change in name from " Republic Parking Systems, Inc." to REEF Parking.
- Amend ordinance to increase the monthly management fees by \$5,000 per month for the extended agreement commencing on July 1, 2020.

This agreement is for the management of Washington Street Parking Garage, Madison-Irving Parking Garage and Center Armory Parking Garage for the City of Syracuse.

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

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

Approved: _____

Denied: _____

Date: _____

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Ordinance No.

2020

**ORDINANCE APPROPRIATING FUNDS
FOR THE DEPARTMENT OF PUBLIC
WORKS FOR THE PURCHASE OF
2020/2021 SWEEPING AND FLUSHING
EQUIPMENT**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$204,100.00 from the 2020/2021 Sweeping and Flushing Fund Account 09.00526 to Account #590527.09.00527 or another appropriate account as designated by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized for the purchase of Pelican NP Three Wheel Broom Street Sweeper with Dual Side Brooms and Belt Conveyor, in the manner provided by law.

	Schedule A					
Sweeping & Flushing						
Palcan Sweeper	204,100	Repl TS-7		2010		28,507
TOTAL SWEEPING & FLUSHING EQUIP	204,100					Sweeping & Flushing



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DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 25, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

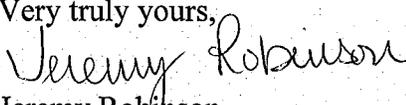
Mr. John Copanas
City Clerk
230 City Hall
Syracuse, NY 13202

RE: **2020/2021 Equipment-Sweeping and Flushing Equipment**

Dear Mr. Copanas:

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

- Authorizing appropriations from account 09 00526 for the purchase of 2020/2021 Sweeping & Flushing Capital Equipment at a cost not to exceed \$204,100
- Funds will be used to purchase a Pelican Sweeper. Funds will be appropriated to account 590527 09 00527.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

JR/li

Cc: Luke Mielnicki, Fleet Manager, MEM Garage - DPW
Tom Ely, Superintendent of Flushing and Sweeping - DPW
Robin Macri, Secretary to the Commissioner - DPW
Lori Iauco, Fiscal Officer -DPW

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

Office 315 448-2489
Fax 315 448-8531

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



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date: 06/25/20	Department: Public Works
Project Name: 2020/2021 Sweeping & Flushing Equipment	
Project Cost: \$204,100.00	
Contact Name: Jeremy Robinson, Commissioner	
Project Description: 1 Pelican Sweeper	

Projected Time Line & Funding Source(s)

Estimated Start Date: 6/25/2020 Estimated Completion Date: 06/30/21

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify) Sweeping & Flushing Fund	\$204,100.00
Other (identify)	
Total Project Funding (must equal cost): \$204,100.00	

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2021	204,100
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain) Sweeping and Flushing		

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes: No: Reason("No"):

Director of Administration: _____ Date: _____

Director of Management & Budget: _____ Date: _____

Commissioner of Finance: _____ Date: _____

Ordinance No.

2020

**ORDINANCE APPROPRIATING FUNDS FOR
THE DEPARTMENT OF PUBLIC WORKS FOR
THE PURCHASE OF 2020/2021 SEWER CAPITAL
EQUIPMENT**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$390,000.00 from the 2020/2021 Sewer Fund Unallocated Cash Capital Account to Account #599007.06.99999 or another appropriate account as designated by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized for the purchase of 2020/2021 Sewer Capital Equipment for the Department of Public Works as detailed in Schedule "A" attached hereto, in the manner provided by law.

	Schedule A				
Sewers Dept					
Catch Basin Cleaner (peeler)	188,775	Repl 196	2002 at auction	n/a	
Pay Loader	201,225	Repl P13	2006 at auction	n/a	
TOTAL SEWERS EQUIP	390,000				



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

21

June 25, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: **2020/2021 DPW Sewer Capital Equipment**

Dear Mr. Copanas:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the appropriations from the Sewer Fund Unallocated Cash Capital account, 599007 06 99999, for the purchase of Sewer Capital Equipment program not to exceed \$390,000

The purchases will include equipment identified in the attached "Schedule A". Funds are not to exceed \$390,000 and should be deposited into a Sewer Capital Equipment fund capital account to be determined by the Commissioner of Finance

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

JR/li

Cc: Luke Mielnicki, Fleet Manager, MEM Garage - DPW
Dave DeSocia, Superintendent of Sewers - DPW
Robin Macri, Secretary to the Commissioner - DPW
Lori Iauco, Fiscal Officer - DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/25/20	Department:	Public Works
Project Name:	2020/2021 CIP Sewer Equipment		
Project Cost:	\$390,000.00		
Contact Name:	Jeremy Robinson		
Project Description:	(1) Catch Basin truck (peeler) and (1) pay Loader		

Projected Time Line & Funding Source(s)

Estimated Start Date: 7/1/2020 Estimated Completion Date: 6/30/2021

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Sewer Fund	\$390,000.00
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	\$390,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1		
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$0.00

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes: No: Reason("No"):

Director of Administration: _____ Date: _____

Director of Management & Budget: _____ Date: _____

Commissioner of Finance: _____ Date: _____

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) TO DEFRAY THE COST AND EXPENSE OF THE DEPARTMENT OF PUBLIC WORKS 2020/2021 COMPLETE STREETS PROGRAM

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

Section 1. For the class of objects or purposes of providing funds to defray the cost and expense of the Complete Streets Program on behalf of the Department of Public Works, said program shall include the building of new sidewalks, re-aligning street widths, implementing traffic calming devices, adding and improving bike lanes and enhanced crosswalks, neighborhood greenways, adding or repairing tree pit areas, and creating Safe Routes to Schools, at an estimated maximum cost not to exceed Four Hundred Thousand Dollars (\$400,000.00), 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. Four Hundred Thousand Dollars (\$400,000.00) is estimated as the maximum cost of the class of objects or purposes for which such bonds are to be issued.

Section 3. The plan for financing such class of objects or purposes consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Four Hundred Thousand Dollars (\$400,000.00), thereby providing such sum for all the maximum cost of such class of objects or purposes.

Section 4. It is hereby determined that the class of objects or purposes for which bonds are to be issued falls within subdivision 24 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such class of objects or purposes is ten (10) 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
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE
DEPARTMENT OF PUBLIC WORKS
2020/2021 COMPLETE STREETS PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the 2020/2021 Complete Streets Program for the Department of Public Works, at a total cost not to exceed \$400,000.00; said program shall include the building of new sidewalks, re-aligning street widths, implementing traffic calming devices, adding and improving bike lanes and enhanced crosswalks, neighborhood greenways, adding or repairing tree pit areas, and creating Safe Routes to Schools; and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$400,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



22-23

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

July 18, 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: 2020/2021 Complete Streets Program

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
- Complete Streets Program at a cost not to exceed \$400,000.
- Ordinance authorizing the Department of Public Works to proceed with the 2020/2021 Complete Streets Program at a cost not to exceed \$400,000.

Said funds are to be used for the building of new sidewalks, re-aligning street widths, implementing traffic calming devices, adding and improving bike lanes and enhanced crosswalks, neighborhood greenways, adding or repairing tree pit areas, and creating Safe Routes to Schools.

Department of Public Works capital account determined by the Commissioner of Finance will be established to account for costs of this program.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: Lori Iauco, Fiscal Officer - DPW
Robin St. Hilaire, Secretary to the Commissioner of Public Works

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/18/20	Department:	Public Works
Project Name:	Complete Streets		
Project Cost:	\$400,000.00		
Contact Name:	Jeremy Robinson		
Project Description:	To fund Complete Streets in the City of Syracuse. Some examples include building of new sidewalks, re-aligning street widths, implementing traffic calming devices, adding and improving bike lanes and enhanced crosswalks, neighborhood greenways, adding or repairing tree pit areas, and creating Safe Routes to Schools.		

Projected Time Line & Funding Source(s)

Estimated Start Date: 7/1/2020 Estimated Completion Date: 6/31/2021

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	400,000.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	
	\$400,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2020	400,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$400,000.00

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes: No: Reason("No"):

Director of Administration: _____ Date: _____

Director of Management & Budget: _____ Date: _____

Commissioner of Finance: _____ Date: _____

Ordinance No.

2020

**ORDINANCE APPROPRIATING FUNDS FOR
THE DEPARTMENT OF PUBLIC WORKS FOR
THE PURCHASE OF 2020/2021 CAPITAL
EQUIPMENT AND VEHICLES**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$80,000.00 from the 2020/2021 Unallocated Cash Capital Account to appropriate accounts as designated by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized for the purchase of 2020/2021 Capital Equipment and Vehicles for the Department of Public Works as detailed in Schedule "A" attached hereto, in the manner provided by law.

Schedule A
Road Reconstruction Equipment

Proposed Equipment	Estimated Cost	Replacement/New	Year	Miles
(2) F350 4X4 with equipment DPW Equip	80,000	1R-91 1-new	2008	89,363
TOTAL DPW EQUIP				



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

24-25
↓
Withdrawn

June 25, 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

* Item No. 24 was
Withdrawn from the
Agenda. There were
no request for a bond
Ordinance.

Re: Request for Legislation: 2020/2021 DPW Capital Vehicle/Equipment Ordinance.

Dear Mr. Copanas:

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

PPW
7/13/20

- Ordinance authorizing the purchase of DPW Equipment and Vehicles using Cash Capital at a cost not to exceed \$80,000.
- Ordinance authorizing the Department of Public Works to proceed with the 2020/2021 DPW Equipment and Vehicles program at a cost not to exceed \$80,000.

The vehicles that will be purchased through this program are 2 F250 4x4 trucks with equipment. The Cash Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Very truly yours,
Jeremy Robinson
Jeremy Robinson
Commissioner of Public Works

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

JR/li
Cc: Luke Mielnicki, MEM-DPW
Lori Iauco, Fiscal Officer-DPW
Robin Macri, Secretary to the Commissioner of Public Works

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/25/20	Department:	Public Works
Project Name:	2020/2021 DPW Casdh Capital Equipment		
Project Cost:	\$80,000.00		
Contact Name:	Jeremy Robinson, Commissioner		
Project Description:	2-F250 4X4 with equipment		

Projected Time Line & Funding Source(s)

Estimated Start Date: 7/1/2020 Estimated Completion Date: 6/30/2021

<u>Funding Source:</u>	<u>Dollar Amount:</u>	
Local Share: Cash Capital	\$80,000.00	
Local Share: Bonds (complete schedule below)		
State Aid/Grant (identify)		
Federal Aid/Grant (identify)		
Other (identify)		
Other (identify)		
Total Project Funding (must equal cost):		\$80,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1		
2		
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)
Sweeping and Flushing

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes: No: Reason("No"):

Director of Administration: _____ Date: _____

Director of Management & Budget: _____ Date: _____

Commissioner of Finance: _____ Date: _____

Ordinance No.

2020

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN, AND MAINTAIN THE LINING OF AN 18" COMBINED SEWER MAIN AND TWO SEWER MANHOLES WITH REPLACEMENT OF THEIR FRAME AND COVERS ALONG EAST WATER STREET (300 BLOCK) BY UPSTATE MEDICAL UNIVERSITY, THE OWNER OF THE UPSTATE HEALTH AND WELLNESS CENTER PROJECT (750 EAST ADAMS STREET) IN ORDER TO COMPLY WITH ONONDAGA COUNTY'S 1:1 OFFSET REQUIREMENT (LOCAL LAW NO. 1-2011), AT NO COST TO THE CITY

WHEREAS, Upstate Medical University, the owner of the Upstate Health and Wellness Center Project (750 East Adams Street) has requested that the City of Syracuse accept, own and maintain the lining of an 18" Combined Sewer Main and two sewer manholes with replacement of their frame and covers along East Water Street (300 Block) by Upstate Medical University as part of the Upstate Health and Wellness Center Project (750 East Adams Street) in order to comply with the Onondaga County's 1:1 offset requirement (Local Law No. 1-2011) at no cost to the City; and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the Office of the City Engineer are to the benefit of the public and will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the City Engineer that this

Common Council authorizes the Department of Public Works to accept, own, and maintain the above described infrastructure improvements constructed in the City Right of Way's by Upstate Medical University, as part of Onondaga County's 1:1 offset, as shown on the plans as forwarded to the Department of Engineering prepared for Upstate Medical University by EDR entitled "*Sewer Main Rehabilitation For Sanitary Offset*" dated May 22, 2020; and

BE IT FURTHER ORDAINED, that the acceptance of the lining of an 18"

Combined Sewer Main and the two (2) sewer manholes with replacement of their frame and covers will be subject to the following conditions:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 18" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along East Water Street (300 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** Upstate Medical University shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk

written acceptance of this permission and consent.

5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That Upstate Medical University shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, Upstate Medical University, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That Upstate Medical University, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page from the policy confirming that the City is indeed an additional insured, shall be submitted to the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, New York 13202. As the State of New York does not purchase insurance covering liability, including but not limited to general and professional liability, arising out of the acts of the State of New York, the State University of New York, or their respective officers or employees while acting within the scope of their employment. In lieu of maintaining such insurance, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities, without monetary limitation, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations

therefore as required by the New York State Finance Law and further subject to a determination of liability of the New York State Court of Claims.

11. Subject to the availability of lawful appropriations (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, Upstate Medical University will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of Upstate or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Upstate Medical University .
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by Upstate Medical University.
15. Follow all weather and seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of Upstate Medical University. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 18" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers will be subject to all laws, rules, ordinances and procedures which apply to throughout the City.
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. Upstate Medical University shall provide full-time consultant engineering inspection during the lining of the 18" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 18" combined sewer main and sewer manhole in the public R.O.W. The Consultant shall keep daily inspection records and

provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.

19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and Upstate Medical University shall warranty the same for two (2) years from the date of acceptance.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

26 June 2020

Mary E. Robison, PE
City Engineer

John Kivlehan
Design and Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping and
Surveying

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Re: Legislation Request – Accept the Lining of an 18” Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along East Water Street (300 Block) by Upstate Medical University, the owner of the Upstate Health and Wellness Center project (750 East Adams Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along East Water Street (300 Block) is a result of Onondaga County’s 1:1 offset requirement (Local Law No.1, 2011).

Dear Mr. Copanas:

I request the following legislation for the next meeting of the Common Council be prepared:

An Ordinance authorizing the City of Syracuse to Accept the Lining of an 18” Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along East Water Street (300 Block) by Upstate Medical University, the owner of the Upstate Health and Wellness Center project (750 East Adams Street) at No Cost to the City. The sewer lining and the replacement of the manhole frame and covers along East Water Street (300 Block) is a result of Onondaga County’s 1:1 offset requirement (Local Law No.1, 2011).

This department has reviewed, coordinated with other City departments and is of the opinion that the installed facilities described in the plans and specifications on file at the City Engineers office are to the benefit of the public use of the streets. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way’s by Upstate Medical University as part of the Onondaga County’s 1:1 offset requirement as shown on the plans as forwarded to the Department of Engineering prepared for Upstate Medical University by EDR and titled “Sewer Main Rehabilitation For Sanitary Offset”, dated May 22, 2020.

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

www.syr.gov.net

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer and the Commissioner of Public Works, the lining of an 18” Combined Sewer Main and the two sewer manholes with replacement of their frame and covers along East Water Street (300 Block) which are the subjects of this action.
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New

York. The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work. Upstate Medical University shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within 30 days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.

3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement shall be completed in accordance with all City of Syracuse standards and as ordered by the City Engineer.
7. That the City Engineer and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

9. That Upstate Medical University shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, Upstate Medical University, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That Upstate Medical University, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page from the policy confirming that the City is indeed an additional insured, shall be submitted to the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, NY 13202. As the State of New York does not purchase insurance covering liability, including but not limited to general and professional liability, arising out of the acts of the State of New York, the State University of New York, or their respective officers or employees while acting within the scope of their employment. In lieu of maintaining such insurance, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities, without monetary limitation, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations therefore as required by the New York State Finance Law and further subject to a determination of liability of the New York State Court of Claims.
11. Subject to the availability of lawful appropriations (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, Upstate Medical University will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of Upstate or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.
12. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Upstate Medical University .
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed

surveyor to the City of Syracuse. All expenses for the above shall be paid for by Upstate Medical University.

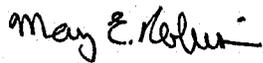
15. Follow all weather and seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of Upstate Medical University. Upon completion of the facilities and acceptance and approval of the improvements by the City Engineer, Commissioner of Public Works, the use, operation and maintenance of the lining of the 18" Combined Sewer Main and the two sewer manholes with replacement of their frame and covers will be subject to all laws, rules, ordinances and procedures which apply to throughout the City.
16. The City reserves the right to reject any and all materials, workmanship of the planned work at any time during construction.
17. The City shall be notified, consulted and prior approval obtained on all field changes/field change sheets, RFI's etc. related to the work of this approval.
18. Upstate Medical University shall provide full-time consultant engineering inspection during the lining of the 18" combined sewer main and the two sewer manholes to be accepted by the City of Syracuse. The Consultant Inspector shall have experience in the lining of the 18" combined sewer main and sewer manhole in the public R.O.W. The Consultant shall keep daily inspection records and provide them to the City of Syracuse. All construction in the City's R.O.W. shall meet current ADA regulations. All construction and inspection documentation including but not limited to shop drawings, pre and post TV inspection logs and digital copies of the videos, and as-built drawings shall be handed over to the City for their review and approval prior to the City's acceptance of the work.
19. Prior to acceptance of any construction to be handed over to the City, the independent Inspector and the City shall inspect the work. The contractor shall then complete all items on the punch list.
20. The completed work shall be subject to approval by the Commissioner of Public Works and the City Engineer, and Upstate Medical University shall warranty the same for two (2) years from the date of acceptance.

**Legislation Request – Upstate Health and Wellness Center Project
(750 East Adams Street)**

26 June 2020
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Additional terms and conditions, as recommended by the City Engineer and the Corporation Counsel, shall be set forth in the Ordinance.

Sincerely,



Mary E. Robison, P.E.
City Engineer

AN ORDINANCE AMENDING ORDINANCE NO. 246-2011 AS LAST AMENDED BY ORDINANCE NO. 133-2019 AUTHORIZING THE COUNTY OF ONONDAGA AND THE ONONDAGA COUNTY SANITARY DISTRICT, (COLLECTIVELY “THE COUNTY”) PURSUANT TO SECTION 3.4 OF THE INTERMUNICIPAL AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY OF SYRACUSE, THE SYRACUSE URBAN RENEWAL AGENCY, THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, THE SYRACUSE CITY SCHOOL DISTRICT (COLLECTIVELY “THE CITY”) ON OR ABOUT JULY 26, 2007, AND PARAGRAPH 13 OF AMENDMENT NO. 1 TO SAID AGREEMENT DATED ON OR ABOUT AUGUST 2009, TO ACCESS THE CITY PROPERTIES LISTED AT APPENDIX A TO INSTALL AND MAINTAIN GREEN INFRASTRUCTURE, INCLUDING BUT NOT NECESSARILY LIMITED TO LANDSCAPE AND OTHER GREEN INFRASTRUCTURE RELATED IMPROVEMENTS ON REAL PROPERTY OWNED BY THE CITY

BE IT ORDAINED, that Ordinance No. 246-2011 as last amended by Ordinance No. 133-2019 is hereby amended to read as follows:

WHEREAS, the CITY and COUNTY agree that it is in their respective mutual benefit and in the public interest to cooperate and collaborate on the development and implementation of green infrastructure projects as may be promoted, undertaken and/or funded either (a) by the COUNTY and the Sanitary District pursuant to the ACJ as amended to incorporate green

infrastructure as a component of ACJ Projects, and/or (b) by the CITY in furtherance of the CITY'S green initiatives; and

WHEREAS, the CITY recognizes that supporting the objectives of the ACJ requires establishing a framework that supports the development, implementation and long term maintenance of green infrastructure throughout those areas of the CITY that are served by a combined sanitary and storm sewer system; and

WHEREAS, the CITY also recognizes that a long term commitment to supporting the development, implementation and long term maintenance of green infrastructure throughout those areas of the CITY that are served by, or are tributary to a combined sanitary and storm sewer system will also facilitate compliance with the CITY'S stormwater permit obligations and that it is therefore in the long term interest of the CITY to encourage and promote development and implementation of green infrastructure to the maximum extent possible; and

WHEREAS, the CITY has previously agreed to support the use of green infrastructure as a means of achieving the objectives of the CSO component of the ACJ; and

WHEREAS, an advantage of green infrastructure technology is that it can be implemented on an ongoing basis at varying extent throughout a CSO service area as opportunities to do so are identified; and

WHEREAS, Federal and State financial assistance for green infrastructure projects will require that the applicant be able to demonstrate a sufficient legal interest in property to obtain continuing access to construct the project and to verify that the project is being maintained and operated as required by the terms of the grant and/or loan; and

WHEREAS, the creation of a legal mechanism that can provide for access to and/or a rapid transfer of an interest in property to qualify for certain forms of financial assistance is necessary to most effectively maximize opportunities to develop, implement and obtain federal and State funding for green infrastructure projects as these opportunities arise; and

WHEREAS, the COUNTY has agreed to cover all green infrastructure cost of the construction costs associated with implementation of the green infrastructure projects covered by this Permission Ordinance as set forth in the revised and amended 2020 Appendix "A" (2020 Green Infrastructure Candidate Project List) which is annexed hereto; and

WHEREAS, the CITY is agreeable to allow the COUNTY to install the proposed green infrastructure projects (the "Project" or "Projects"), as described in general terms in the amended 2020 Appendix A within, and upon the Project Sites listed in the amended 2020 Appendix A; and

WHEREAS, the COUNTY has determined that the projects for which access is being sought pursuant to this Permission Ordinance are either Type II Actions under the State Environmental Quality Review Act ("SEQR") or will not result in significant environmental impacts; and

WHEREAS, the CITY, upon review of the listed projects, tentatively concurs subject to further review by the CITY Engineer as provided herein that no further action is required under that statute; and

WHEREAS, this Permission Ordinance is granted subject to further review and approval of each Project and proposed improvement listed in the revised and amended 2020 Appendix A (2020 Green Infrastructure Candidate Project List) by the CITY Engineer;

NOW, THEREFORE, BE IT ORDAINED:

1. Subject to the provisions of Paragraph 21 with respect to any project or projects not constructed within the period specified therein, this Permission Ordinance shall run from the date of its acceptance by the COUNTY for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this Ordinance will be amended each year to add additional projects for that year's construction season in accordance with the terms set forth herein.

2. That except as the site may be modified by implementation of a green infrastructure project undertaken pursuant to this Permission Ordinance, at the termination of this Ordinance the County or its officers, representatives, agents, employees, contractors or their subcontractors shall leave the site in a condition reasonably consistent with that existing before the commencement of this Ordinance.

3. That the CITY hereby authorizes the COUNTY to enter the Project Sites listed in the revised and amended 2020 Appendix A (2020 Green Infrastructure Candidate Project List) for the purposes of commencing and completing the Projects listed in said Appendix, subject to the COUNTY accepting the terms and conditions set forth below by written Acknowledgment and Acceptance transmitted to the appropriate CITY official responsible for oversight of the specific parcels in question, as may be identified by the Corporation Counsel from time to time, with a copy to the City's Corporation Counsel within sixty (60) days of the effective date of this Ordinance: the COUNTY shall construct, without cost to the CITY and in accordance with plans, specifications and final locations as provided by the COUNTY to the CITY Engineer and as approved by said CITY Engineer and the Commissioner of Public Works, the appurtenances, pavement, landscape improvements and other related installations, including, where appropriate, installation of infrastructure to support charging stations for electrically powered vehicles, (the "Work") which are the subjects of this action. Final Acceptance of all Work performed pursuant to this Permission Ordinance shall be subject to the approval of the CITY Engineer and Commissioner of Public Works. Any variance from the City sidewalk ordinance is subject to additional approval from the Common Council.

4. That the plans and specifications required for constructing all facilities subject to this Permission Ordinance shall be prepared by a Professional Engineer registered by the State of New York. The COUNTY shall provide the CITY with plans indicating as-built conditions of

the WORK and any relocated water lines and/or other utilities affected by the construction with locations of all facilities appropriately referenced to monuments. Said plans shall be submitted to the City Commissioner of Public Works, the City Engineer and Commissioner of Water for review and comment in regard to interests of concern to such CITY officials respectively. A professional engineer shall certify to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications as reviewed and approved by the City Engineer as set forth above. Copies of as-built plans shall be provided to the CITY as follows: two copies each of digital files in the most recent version of AutoCAD on compact disks, reproducible vellum and paper. The Commissioner of Public Works, the City Engineer or the Commissioner of the Department of Water may request copies of the files in an earlier version of AutoCAD compatible with the software used by the department. The COUNTY shall provide the CITY a certification from the project engineer that all work has been completed in accordance with approved plans and specifications and any approved change orders.

5. That traffic shall be maintained at all times during construction by the COUNTY acting through its contractors and agents. The entire excavation of said Work, if any shall be required, is to be protected by suitable guards and signals both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the Work is in progress.

6. That the COUNTY, as a self-insured municipal government, shall require that its contractors, subcontractors and agents performing the Work or entering upon the Project Site, shall obtain and keep in force for the duration of the Work, a general liability insurance policy, in the amount of \$1,000,000, naming the CITY as an additional insured. In addition, the COUNTY shall require that all Project contractors obtain and keep in force workers compensation insurance in accordance with New York State law. A Certificate of said insurance shall be submitted to the CITY with a copy to the Office of the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, NY 13202. The COUNTY can satisfy the aforementioned insurance requirement by providing that all of its contractors performing the Project Work obtain the required insurance and submit the required certificates to the CITY.

7. That the COUNTY, its successors, assigns, and agents shall agree that the CITY, acting through the CITY Engineer, shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of the COUNTY, which are necessary to ensure that the excavation does not damage or impair CITY utilities. By consequence of the Permission Ordinance or subsequent approvals authorized by this Ordinance, the CITY makes no

representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the CITY rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of the COUNTY.

8. A. That the COUNTY, its successors, assigns, and agents shall at all times defend and indemnify and save harmless, the CITY, its officers and employees from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such Work in relation to the Project(s) or arising in any way out of the operations pursuant to this Permission Ordinance, and shall defend and indemnify and save harmless said CITY from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said Work is to be performed and maintained, alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the COUNTY.

8. B. That the CITY, its successors, assigns, and agents shall at all times defend and indemnify and save harmless the COUNTY, its officers and employees, from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such Work in relation to the Project(s) or arising in any way out of the operations pursuant to this Permission Ordinance, and shall defend and indemnify and save harmless said COUNTY from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said Work is to be performed and maintained, alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the CITY.

9. That the COUNTY shall within sixty (60) days from the transmission by the City Clerk or Corporation Counsel of a certified copy of this amended 2020 Permission Ordinance evidencing its adoption, execute and file with the City Clerk, a written acceptance of this permission and consent with a copy to the Corporation Counsel, the City Engineer and the Commissioner of Public Works.

10. That all ordinances, rules and regulations of the CITY and its departments shall at all times be complied with, including but not limited to the Building Code and Property Conservation Code of the CITY of Syracuse.

11. That the Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Notwithstanding the foregoing sentence, in consideration of the significant improvements to CITY owned property and the environmental benefits expected to accrue from the Work covered by this Permission Ordinance, the CITY agrees to waive applicable fees regarding green infrastructure projects that take place within parking lots, that replace sidewalks, and that involve full street reconstruction. .

12. That the CITY Engineer and the Commissioner of Public Works shall be advised in advance of time when the Work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the CITY Engineer and the Commissioner of Public Works.

13. Subject to the approval of the CITY Engineer permission may be granted by the CITY for installation of other utilities, including, where appropriate, installation of infrastructure to support charging stations for electrically powered vehicles, to cross the area to be occupied by the proposed facilities.

14. That all the Work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the Work. Where applicable, a dust and sediment and erosion control program shall be in effect for the duration of the Project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

15. That the COUNTY and its contractors shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, the COUNTY, or its successors and assigns, shall be responsible for replacement to the satisfaction of the CITY Engineer. Notwithstanding the foregoing sentence, however, the COUNTY and/or its contractors shall not be responsible for replacing any utility, property or facility that is determined to be in such a state of disrepair,

deterioration, age or other like condition, that it cannot be determined with reasonable certainty that any interference or damage has resulted from the Work to be undertaken by the COUNTY and its contractors pursuant to this Permission Ordinance. Should the CITY Engineer determine that CITY facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the CITY Engineer.

16. That the COUNTY, its successors, assigns, and agents shall, upon request by the CITY, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and the COUNTY shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.

17. That subject to the provisions of paragraph 2 of this Permission Ordinance, upon completion of each Project listed in Appendix A and upon acceptance and approval of the property restoration by the CITY Engineer and the Commissioner of Public Works, the use, operation and maintenance of the property and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to said property and utilities throughout the CITY.

18. That the Syracuse Department of Water shall be notified when any water mains are exposed so its condition may be inspected. All utility installations must maintain a minimum of three (3) foot separation from the water main joints, tees and valves. All utilities shall be installed in accordance with Ten State Standards which require ten (10) foot horizontal clearance from water main and service lateral and eighteen (18) inch vertical clearance at crossing of water main.

19. That all monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the CITY. All expenses for the above shall be paid for by the COUNTY.

20. That the COUNTY shall be responsible for maintenance of green infrastructure project components constructed or installed by the COUNTY upon CITY property pursuant to this Permission Ordinance. Such maintenance may consist of

sweeping, vacuuming, landscaping, as well as, repair or replacement of porous pavement and/or concrete. For green infrastructure projects installed pursuant to this PERMISSION ORDINANCE, maintenance by the COUNTY will include vacuuming of porous pavements consistent with recommended porous pavement maintenance guidelines, as well as maintenance (clean and reset) catch basin filter inlets and sumps that are part of components of any such project. The CITY shall remain responsible for all other maintenance (except for any green infrastructure components) of CITY property upon which green infrastructure is installed pursuant to this Permission Ordinance.

21. That the construction and restoration permitted by the terms of this Permission Ordinance must be commenced by December 31 of the year of its adoption. The parties acknowledge and agree that continuing access by the COUNTY to property upon which green infrastructure is installed pursuant to this Permission Ordinance is essential to maintaining compliance of the CSO capture requirements of the ACJ and any State and/or Federal permits that may be issued to the COUNTY and/or the CITY implementing Federal and State water pollution control requirements. , Therefore, nothing contained herein is intended nor shall it be construed as limiting the COUNTY'S right under this Permission Ordinance to continued access to the property for purposes of inspecting, maintaining and replacing any and all green infrastructure projects constructed or installed pursuant to this Permission Ordinance for so long as the PERMISSION ORDINANCE authorized herein remains in effect for COUNTY maintenance and inspection purposes to meet the continuing requirements of the ACJ and any State and/or Federal grants or permits that may be issued to the County in order to implement the projects authorized herein.

22. That the COUNTY shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided. All other provisions of the Ordinance shall remain in place.

23. That the foregoing conditions may be modified or expanded from time to time as agreed upon in writing by the Corporation Counsel, CITY Engineer and the COUNTY, provided however that the parties recognize that certain modifications may require the approval of their respective legislative bodies in accordance with applicable law; and

BE IT FURTHER ORDAINED, that the City and County hereby agree that the following provisions shall apply to the West Fayette Street Sewer Separation Project:

1. Plans and specifications will be provided to the City Engineer Department of Public Works and Department of Water for final review and approval as to the impact on CITY streets, sewers and water system, including Maintenance and Protection of Traffic Plans, prior to preparation of final contract and bid documents.

2. The Commissioner of Public Works, in consultation with the City Engineer, shall provide to the COUNTY technical specifications setting forth reasonable standards for street repair and restoration which the COUNTY shall incorporate into its final plans and bid documents. The COUNTY agrees to require its contractor(s) to comply with said standards and technical specifications with respect to street repair and restoration unless otherwise agreed to by the Commissioner of Public Works.

3. Once plans and specifications have been reviewed and approved as set forth above, the COUNTY will cause bid packages to be prepared from such approved plans and specifications and shall secure competitive bids for the construction of the WORK, as required by General Municipal Law § 103. The COUNTY shall let all contracts for construction of the WORK. The COUNTY will coordinate a pre-construction site inspection for all parties including representatives from the City DPW, Department of Engineering and Department of Water.

4. The COUNTY shall supervise all construction, or cause such construction to be supervised, to assure that the WORK will be constructed in accordance with the final approved plans and specifications, as the same may be amended from time to time in a safe, efficient and workmanlike fashion. The contractor(s) selected by the COUNTY shall be responsible for the implementation of Maintenance and Protection of Traffic Plans and for obtaining from the Department of Public Works and complying with the terms and conditions of the CITY's street cut permit and all applicable ordinances governing use and restoration of CITY streets and the CITY water system.

5. The City Commissioner of Public Works, the City Engineer and Commissioner of the Department of Water shall review and approve all changes to the plans and specifications proposed during construction which involve any CITY-owned facilities, and improvements constructed within the CITY right-of-way prior to construction of those changes.

6. Water Service Replacement: In the event that the COUNTY encounters a CITY water main or service lateral:

(i) The COUNTY shall coordinate with the City Water Department in regard to planning for existing and future water mains and service laterals, and the COUNTY and the CITY shall endeavor to prevent or minimize disruptions to service.

(ii) The COUNTY shall sever and cap abandoned water services at the trench line at its expense, unless it is determined by the COUNTY, in consultation with the City Department of

Water, that a particular abandoned water service has been substantially disturbed or is unable to be capped then it shall be capped at the water main (at the corporation valve) and the COUNTY will provide the CITY with locations of capped and abandoned services.

(iii) The COUNTY shall provide the City Commissioner of Water with all specifications related to water service removal, replacement, modification, or improvements, for the Commissioner of Water's review and approval prior to the issuance of the water service related bid or bid addendum.

(iv) Active Lead or Galvanized Iron Water Services: The COUNTY agrees to replace with copper pipes, to the satisfaction of the City Commissioner of Water, all, if any, active water services having either lead or galvanized iron lines that are disturbed and/or exposed by the WORK. In addition, in all such cases, the active water services shall be replaced from the water main beginning with a new corporation valve up to and including a new curb stop. If the service between the curb stop to the meter is disturbed and/or exposed as a result of this WORK, the COUNTY or its contractor or agent will be responsible for the repair and/or replacement of the service back to the undisturbed area to the satisfaction of the Commissioner of Water.

(v) During the course of the WORK, the City Departments of Water and Public Works shall have the right to conduct normal operations and maintenance within the WORK area.

(vi) The COUNTY and its contractors shall proceed in a manner consistent with the Department of Water's rules and regulations; including, but not limited to, following all official directives of the Commissioner of Water or his authorized designee on all work involving CITY water lines. It is further understood that failure to proceed as indicated above may result in suspension of the contractor's street cut permit, or such other penalties or actions that are specifically addressed by the Water Department's rules and regulations.

(vii) The COUNTY will maintain and protect existing CITY of Syracuse water facilities in proximity to the project in accordance with practices acceptable to the Department of Water. Surface facilities exposed by the WORK, such as valve boxes, curb boxes and hydrants shall be reinstalled plumb and clear of debris regardless of condition prior to exposure. The City Department of Water will provide valve boxes, curb boxes, hydrants, and like material when the CITY deems the structure to be defective or obsolete. Removal of any water main or appurtenances to facilitate construction shall be allowed only with the approval of the Commissioner of Water or the Commissioner's designated representative, which shall not be unreasonably withheld. A plan setting forth the details of the actions and practices which will be employed in protecting and maintaining the water mains and appurtenances shall be prepared by the COUNTY or its designated representative or contractor and submitted to the Commissioner of Water for approval which shall not be unreasonably withheld. The COUNTY agrees that it will require its contractor on the project to replace, as directed by the Commissioner of Water, any section of existing water main that is exposed. Any disturbance of a water main or appurtenance by the COUNTY or its contractor shall be repaired and/or restored back to the undisturbed area by the COUNTY to the satisfaction of the Commissioner of Water.

7. As part of the final acceptance the CITY shall require that the COUNTY provide a final TV/Video Inspection Log of the completed sewer to the CITY.

8. The CITY owns and is responsible for the specific stormwater sewers in the immediate project area. Accordingly, the parties agree that the CITY shall own and continue to operate the resulting stormwater conveyance system improvements. EXCEPT as part of the Connective Corridor Construction Project the COUNTY shall fund the construction of a Water Quality Treatment Unit, which is a required component of the storm sewer conveyance construction pursuant to this agreement. Said Water Quality Treatment Unit upon completion shall be owned and maintained by the COUNTY.

9. The COUNTY shall include in its construction contract documents a requirement for the contractor to provide the CITY with a two (2) year warranty materials and performance bond for work performed herein.

10. The COUNTY in coordination with the CITY shall provide information to the public in the project area concerning the nature of the project and related construction activities, to advise of potential impacts;

and,

BE IT FURTHER ORDAINED, that the City and the County hereby agree that the following provisions shall apply to the Grand Avenue Road Reconstruction/Sewer Separation Project:

1. Plans and specifications will be provided to the City Engineer Department of Public Works and Department of Water for final review and approval as to the impact on CITY streets, sewers and water system, including Maintenance and Protection of Traffic Plans, prior to preparation of final contract and bid documents.

2. The Commissioner of Public Works, in consultation with the City Engineer, shall provide to the COUNTY technical specifications setting forth reasonable standards for street repair and restoration which the COUNTY shall incorporate into its final plans and bid documents. The COUNTY agrees to require its contractor(s) to comply with said standards and technical specifications with respect to street repair and restoration unless otherwise agreed to by the Commissioner of Public Works.

3. Once plans and specifications have been reviewed and approved as set forth above, the COUNTY will cause bid packages to be prepared from such approved plans and specifications and shall secure competitive bids for the construction of the WORK, as required by General Municipal Law § 103. The COUNTY shall let all contracts for construction of the WORK. The

COUNTY will coordinate a pre-construction site inspection for all parties including representatives from the City DPW, Department of Engineering and Department of Water.

4. The COUNTY shall supervise all construction, or cause such construction to be supervised, to assure that the WORK will be constructed in accordance with the final approved plans and specifications, as the same may be amended from time to time in a safe, efficient and workmanlike fashion. The contractor(s) selected by the COUNTY shall be responsible for the implementation of Maintenance and Protection of Traffic Plans and for obtaining from the Department of Public Works and complying with the terms and conditions of the CITY's street cut permit and all applicable ordinances governing use and restoration of CITY streets and the CITY water system.

5. The City Commissioner of Public Works, the City Engineer and Commissioner of the Department of Water shall review and approve all changes to the plans and specifications proposed during construction which involve any CITY-owned facilities, and improvements constructed within the CITY right-of-way prior to construction of those changes.

6. Water Service Replacement: In the event that the COUNTY encounters a CITY water main or service lateral:

(i) The COUNTY shall coordinate with the City Water Department in regard to planning for existing and future water mains and service laterals, and the COUNTY and the CITY shall endeavor to prevent or minimize disruptions to service.

(ii) The COUNTY shall sever and cap abandoned water services at the trench line at its expense, unless it is determined by the COUNTY, in consultation with the

City Department of Water, that a particular abandoned water service has been substantially disturbed or is unable to be capped then it shall be capped at the water main (at the corporation valve) and the COUNTY will provide the CITY with locations of capped and abandoned services.

(iii) The COUNTY shall provide the City Commissioner of Water with all specifications related to water service removal, replacement, modification, or improvements, for the Commissioner of Water's review and approval prior to the issuance of the water service related bid or bid addendum.

(iv) Active Lead or Galvanized Iron Water Services: The COUNTY agrees to replace with copper pipes, to the satisfaction of the City Commissioner of Water, all, if any, active water services having either lead or galvanized iron lines that are disturbed and/or exposed by the WORK. In addition, in all such cases, the active water services shall be replaced from the water main beginning with a new corporation valve up to and including a new curb stop. If the service between the curb stop to the meter is disturbed and/or exposed as a result of this WORK, the COUNTY or its contractor or agent will be responsible for the repair and/or replacement of the service back to the undisturbed area to the satisfaction of the Commissioner of Water.

(v) During the course of the WORK, the City Departments of Water and Public Works shall have the right to conduct normal operations and maintenance within the WORK area.

(vi) The COUNTY and its contractors shall proceed in a manner consistent with the Department of Water's rules and regulations; including, but not limited to, following all official directives of the Commissioner of Water or his authorized designee on all work involving CITY water lines. It is further understood that failure to proceed as indicated above may result in suspension of the contractor's street cut permit, or such other penalties or actions that are specifically addressed by the Water Department's rules and regulations.

(vii) The COUNTY will maintain and protect existing CITY of Syracuse water facilities in proximity to the project in accordance with practices acceptable to the Department of Water. Surface facilities exposed by the WORK, such as valve boxes, curb boxes and hydrants shall be reinstalled plumb and clear of debris regardless of condition prior to exposure. The City Department of Water will provide valve boxes, curb boxes, hydrants, and like material when the CITY deems the structure to be defective or obsolete. Removal of any water main or appurtenances to facilitate construction shall be allowed only with the approval of the Commissioner of Water or the Commissioner's designated representative, which shall not be unreasonably withheld. A plan setting forth the details of the actions and practices which will be employed in protecting and maintaining the water mains and appurtenances shall be prepared by

the COUNTY or its designated representative or contractor and submitted to the Commissioner of Water for approval which shall not be unreasonably withheld. The COUNTY agrees that it will require its contractor on the project to replace, as directed by the Commissioner of Water, any section of existing water main that is exposed. Any disturbance of a water main or appurtenance by the COUNTY or its contractor shall be repaired and/or restored back to the undisturbed area by the COUNTY to the satisfaction of the Commissioner of Water.

7. As part of the final acceptance the CITY shall require that the COUNTY provide a final TV/Video Inspection Log of the completed sewer to the CITY.

8. The CITY owns and is responsible for the specific sewers in the immediate project area. Accordingly, the parties agree that the CITY shall own and continue to operate the resulting stormwater conveyance system improvements.

9. The COUNTY shall include in its construction contract documents a requirement for the contractor to provide the CITY with a two (2) year warranty materials and performance bond for work performed herein.

10. The COUNTY in coordination with the CITY shall provide information to the public in the project area concerning the nature of the project and related construction activities, to advise of potential impacts.

11. That traffic shall be maintained at all times during construction. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury which the work is in progress.

12. The City reserves the right to reject any and all materials, workmanship of the storm main at any time during construction.

13. Prior to acceptance of any construction to be handed over to the City, the Independent Inspector and the City shall walk the entire site and generate a punch list. The contractor shall then complete all items on the punch list to the City's satisfaction.

14. All storm sewers to be handed over to the City shall be tested per applicable standards (by either air or water) and the storm sewer TV logged at construction completion. Results of testing and DVD of TV/video of the sewer shall be handed over to the City prior to acceptance. All storm sewers shall be cleaned before handing over to the City.

15. Indemnification is required from Jacobs as there is no contractual design agreement between the City of Syracuse and Jacobs.

Onondaga County, at no cost to the City, shall design, construct and maintain certain green infrastructure on City owned properties in accordance with terms and condition as outlined in the permission ordinance and Appendix A - 2011 Green Infrastructure Candidate Project List, 2012 Green Infrastructure Candidate Project List, 2013 Green Infrastructure Candidate Project List, 2015 Green Infrastructure Candidate Project List, the 2017 Green Infrastructure Candidate Project List, the 2018 Green Infrastructure Candidate Project List, the 2019 Green Infrastructure Candidate Project List and the 2020 Green Infrastructure Candidate Project List. This permission ordinance shall run from the date of its acceptance by the County for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this ordinance will have to be amended each year to add additional projects for that year's construction season in accordance with the terms set forth within the ordinance. The County shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided.

All provisions of the ordinance shall remain in place.

* _____ = new material

2020 Green Infrastructure Candidate Project List

NOTE: The below Green Infrastructure Candidate Project List is subject to change pending owner permission, fieldwork, design feasibility, construction scheduling and other factors known and unknown, and therefore not all of these projects will progress to construction. Projects not previously included in past Permission Ordinance's are highlighted in yellow.

Project ID	Project Name	Project Address	Parcel Owner
Projects from Previous Permission Ordinance Lists - Construction to Be Completed in 2020			
HW-02*	Green Park: Washington Square Park	101 Washington Square	City of Syracuse
M-92"	Fairfield Ave. Green Street	Fairfield Ave. between Fletcher and South	City of Syracuse
M-93"	Hutchinson Ave. Green Street	Hutchinson Ave. between Clayton and South	City of Syracuse
M-99^	South Salina Street Green Street	South Salina Street between E. Colvin Street and Newell Street	City of Syracuse
M-100^	Elk Street Green Street	Elk Street between S. Salina St. and Dougall St.	City of Syracuse
M-101^	Robert Drive Green Street	Robert Drive between East Colvin Street and Hughes Place	City of Syracuse
M-102^	Moore Ave. Green Street	Moore Ave. between East Colvin St. and Smith Lane	City of Syracuse
M-103^	Vincent Street Green Street	Vincent Street between Harriette Ave. and Burten St.	City of Syracuse
XX [®]	Catch Basin Hood Installations	500-1000 Various Locations within the Combined Sewer System	City of Syracuse
2020 Candidate Projects			
C-272"	West Genesee Street Green Street	W Genesee St from Plum St to Van Rensselaer St	City of Syracuse
C-273	Butternut St Green Corridor Phase 1	Butternut St between N Salina St and Lodi St	City of Syracuse
H-86	CSO 010 Hydraulic Improvement	W Fayette St between Geddes St and Magnolia St	City of Syracuse
H-90*	Road Reconstruction: Grand Ave	Grand Ave from Velasco Rd to Delaware St	City of Syracuse

[®]Denotes Project that was on 2015 Permission Ordinance List

"Denotes Project that was on 2017 Permission Ordinance List

^Denotes Project that was on 2018 Permission Ordinance List

*Denotes Project that was on 2019 Permission Ordinance List



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

26 June 2020

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

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

Re: Revised Request for Legislation to amend Ordinance No. 246 of 2011 as last amended by Ordinance No. 133 of 2019 - Citywide Green Permission Ordinance for Onondaga County for Green Infrastructure Projects on City Property

Dear Mr. Copanas:

Please place on the next Common Council agenda the following legislation:

An ordinance amending Ordinance No. 246 of 2011 as last amended by Ordinance No. 133 of 2019 which authorized the County of Onondaga and the Onondaga County Sanitary District (collectively "the County") pursuant to Section 3.4 of the Intermunicipal Agreement entered into by and between the City of Syracuse ("the City") on or about July 26, 2007 and paragraph 13 of Amendment No. 1 to said agreement dated on or about August 2009, to access the City properties listed in Appendix A to install and maintain green infrastructure, including but not necessarily limited to landscape and other green infrastructure related improvements on real property owned by the City. Amend ordinance to add the list of 2020 Green Infrastructure Candidate Project List and add additional provisions for the Grand Ave. Road Reconstruction/Sewer Separation Project.

The new projects being added to the list in 2020 include the following: Butternut St. Green Corridor Phase I (between N. Salina St. and Lodi St.) and CSO 010 Hydraulic Improvement (W. Fayette St. between Geddes St. and Magnolia St.). Attached is the 2020 Green Infrastructure Candidate Project List.

This amendment shall add the following provisions which shall apply to the Grand Avenue Road Reconstruction/Sewer Separation project:

1. Plans and specifications will be provided to the City Engineer Department of Public Works and Department of Water for final review and approval as to the impact on CITY streets, sewers and water system, including Maintenance and Protection of Traffic Plans, prior to preparation of final contract and bid documents.
2. The Commissioner of Public Works, in consultation with the City Engineer, shall provide to the COUNTY technical specifications setting forth reasonable standards for street repair and restoration which the COUNTY shall incorporate into its final plans and bid documents. The COUNTY agrees to require its contractor(s) to comply with said standards and technical

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

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specifications with respect to street repair and restoration unless otherwise agreed to by the Commissioner of Public Works.

3. Once plans and specifications have been reviewed and approved as set forth above, the COUNTY will cause bid packages to be prepared from such approved plans and specifications and shall secure competitive bids for the construction of the WORK, as required by General Municipal Law § 103. The COUNTY shall let all contracts for construction of the WORK. The COUNTY will coordinate a pre-construction site inspection for all parties including representatives from the City DPW, Department of Engineering and Department of Water.

4. The COUNTY shall supervise all construction, or cause such construction to be supervised, to assure that the WORK will be constructed in accordance with the final approved plans and specifications, as the same may be amended from time to time in a safe, efficient and workmanlike fashion. The contractor(s) selected by the COUNTY shall be responsible for the implementation of Maintenance and Protection of Traffic Plans and for obtaining from the Department of Public Works and complying with the terms and conditions of the CITY's street cut permit and all applicable ordinances governing use and restoration of CITY streets and the CITY water system.

5. The City Commissioner of Public Works, the City Engineer and Commissioner of the Department of Water shall review and approve all changes to the plans and specifications proposed during construction which involve any CITY-owned facilities, and improvements constructed within the CITY right-of-way prior to construction of those changes.

6. Water Service Replacement: In the event that the COUNTY encounters a CITY water main or service lateral:

(i) The COUNTY shall coordinate with the City Water Department in regard to planning for existing and future water mains and service laterals, and the COUNTY and the CITY shall endeavor to prevent or minimize disruptions to service.

(ii) The COUNTY shall sever and cap abandoned water services at the trench line at its expense, unless it is determined by the COUNTY, in consultation with the

City Department of Water, that a particular abandoned water service has been substantially disturbed or is unable to be capped then it shall be capped at the water main (at the corporation valve) and the COUNTY will provide the CITY with locations of capped and abandoned services.

(iii) The COUNTY shall provide the City Commissioner of Water with all specifications related to water service removal, replacement, modification, or improvements, for the Commissioner of Water's review and approval prior to the issuance of the water service related bid or bid addendum.

(iv) Active Lead or Galvanized Iron Water Services: The COUNTY agrees to replace with copper pipes, to

the satisfaction of the City Commissioner of Water, all, if any, active water services having either lead or galvanized iron lines that are disturbed and/or exposed by the WORK. In addition, in all such cases, the active water services shall be replaced from the water main beginning with a new corporation valve up to and including a new curb stop. If the service between the curb stop to the meter is disturbed and/or exposed as a result of this WORK, the COUNTY or its contractor or agent will be responsible for the repair and/or replacement of the service back to the undisturbed area to the satisfaction of the Commissioner of Water.

(v) During the course of the WORK, the City Departments of Water and Public Works shall have the right to conduct normal operations and maintenance within the WORK area.

(vi) The COUNTY and its contractors shall proceed in a manner consistent with the Department of Water's rules and regulations; including, but not limited to, following all official directives of the Commissioner of Water or his authorized designee on all work involving CITY water lines. It is further understood that failure to proceed as indicated above may result in suspension of the contractor's street cut permit, or such other penalties or actions that are specifically addressed by the Water Department's rules and regulations.

(vii) The COUNTY will maintain and protect existing CITY of Syracuse water facilities in proximity to the project in accordance with practices acceptable to the Department of Water. Surface facilities exposed by the WORK, such as valve boxes, curb boxes and hydrants shall be reinstalled plumb and clear of debris regardless of condition prior to exposure. The City Department of Water will provide valve boxes, curb boxes, hydrants, and like material when the CITY deems the structure to be defective or obsolete. Removal of any water main or appurtenances to facilitate construction shall be allowed only with the approval of the Commissioner of Water or the Commissioner's designated representative, which shall not be unreasonably withheld. A plan setting forth the details of the actions and practices which will be employed in protecting and maintaining the water mains and appurtenances shall be prepared by the COUNTY or its designated representative or contractor and submitted to the Commissioner of Water for approval which shall not be unreasonably withheld. The COUNTY agrees that it will require its contractor on the project to replace, as directed by the Commissioner of Water, any section of existing water main that is exposed. Any disturbance of a water main or appurtenance by the COUNTY or its contractor shall be repaired and/or restored back to the undisturbed area by the COUNTY to the satisfaction of the Commissioner of Water.

7. As part of the final acceptance the CITY shall require that the COUNTY provide a final TV/Video Inspection Log of the completed sewer to the CITY.

8. The CITY owns and is responsible for the specific sewers in the immediate project area. Accordingly, the parties agree that the CITY shall own and continue to operate the resulting stormwater conveyance system improvements.

9. The COUNTY shall include in its construction contract documents a requirement for the contractor to provide the CITY with a two (2) year warranty materials and performance bond for work performed

herein.

10. The COUNTY in coordination with the CITY shall provide information to the public in the project area concerning the nature of the project and related construction activities, to advise of potential impacts.

11. That traffic shall be maintained at all times during construction. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury which the work is in progress.

12. The City reserves the right to reject any and all materials, workmanship of the storm main at any time during construction.

13. Prior to acceptance of any construction to be handed over to the City, the Independent Inspector and the City shall walk the entire site and generate a punch list. The contractor shall then complete all items on the punch list to the City's satisfaction.

14. All storm sewers to be handed over to the City shall be tested per applicable standards (by either air or water) and the storm sewer TV logged at construction completion. Results of testing and DVD of TV/video of the sewer shall be handed over to the City prior to acceptance. All storm sewers shall be cleaned before handing over to the City.

15. Indemnification is required from Jacobs as there is no contractual design agreement between the City of Syracuse and Jacobs.

Onondaga County, at no cost to the City, shall design, construct and maintain certain green infrastructure on City owned properties in accordance with terms and condition as outlined in the permission ordinance and Appendix A - 2011 Green Infrastructure Candidate Project List, 2012 Green Infrastructure Candidate Project List, 2013 Green Infrastructure Candidate Project List, 2015 Green Infrastructure Candidate Project List, the 2017 Green Infrastructure Candidate Project List, the 2018 Green Infrastructure Candidate Project List, the 2019 Green Infrastructure Candidate Project List and the 2020 Green Infrastructure Candidate Project List. This permission ordinance shall run from the date of its acceptance by the County for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this ordinance will have to be amended each year to add additional projects for that year's construction season in accordance with the terms set forth within the ordinance. The County shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided.

All provisions of the ordinance shall remain in place.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Robison".

Mary E. Robison, P.E.
City Engineer

enclosure

2846

Ordinance No.

2020

**ORDINANCE AUTHORIZING CONTRACT WITH
CORNELL COOPERATIVE EXTENSION OF
ONONDAGA COUNTY RELATIVE TO
PROVIDING URBAN AGRICULTURE
PROGRAMMING FOR THE DEPARTMENT OF
PARKS, RECREATION AND YOUTH
PROGRAMS**

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

WHEREAS, the Mayor has waived the RFP process and approved the retention of Cornell Cooperative Extension of Onondaga County, under the following terms:

(1) Cornell Cooperative Extension of Onondaga County shall provide all required urban agriculture programming services for the Department of Parks, Recreation and Youth Programs at Seals Community Center and Elmwood Park and Rand Tract to educate youth at the centers and nearby K-12 schools;

(2) The term of the contract shall be for a period of one (1) year, effective July 1, 2020 through June 30, 2021;

(3) The City shall pay to Cornell Cooperative Extension of Onondaga County an amount not to exceed \$5,000.00 for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and 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 Budget Account #01.71100.540551 or another appropriate budget account as designated by the Commissioner of Finance.

2846



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 9, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: WAIVER OF RFP – URBAN AGRICULTURE PROGRAM

Dear Mr. Copanas:

Please prepare legislation for the next regularly scheduled Common Council meeting to waive the RFP Process to enter into an agreement with Cornell Cooperative extension of Onondaga County (CCE) for a period July 1, 2020 to June 30, 2021 on behalf of the Department of Parks, Recreation and Youth Programs.

CCE will provide urban ag programming at Seals Community Center, Elmwood Park and Rand Tract to educate youth at the center and nearby K-12 schools

No other organization has educators and an extensive volunteer network trained in both horticulture and working with youth including proper liability coverage and background checks. Additionally, the transaction cost to advertise and execute an RFP is high for such a small contract amount.

The cost will not exceed \$5,000 and will be charged to account #01.71100.540551.

Sincerely,

Mary E. Vossler
Director of Management & Budget
Division of Purchase

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

MEV/tm

Office 315 448-8252
Fax 315 448-8116

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7



SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 3, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

Mary Vossler, Director
Office of Management and Budget
Room 213 -- City Hall
Syracuse, New York 13202

Dear Ms. Vossler:

RE: REQUESTING A WAIVER OF RFP – Cornell Cooperative Extension Urban Ag Program

Parks requests an RFP waiver to enter into an agreement with Cornell Cooperative Extension (CCE) for a period July 1, 2020 to June 30, 2021 authorized without competitive bid or advertising.

CCE will provide urban ag programming at Seals Community Center, Elmwood Park and Rand Tract to educate youth at the center and nearby K-12 schools.

No other organization has educators and an extensive volunteer networked trained in both horticulture and working with youth including proper liability coverage and background checks. Additionally, the transaction cost to advertise and execute an RFP is high for such a small contract amount.

Expenditures **not to exceed \$5,000** will be charged to account # 01.71100.540551.

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

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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: June 9, 2020
SUBJECT: Waiver of RFP Process – Urban Agriculture Programming

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting a waiver of the RFP process to enter into an agreement with Cornell Cooperative Extension of Onondaga County (CCE) for a period of July 1, 2020 to June 30, 2021.

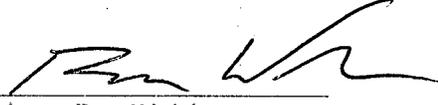
CCE will provide urban ag programming at Seals Community Center, Elmwood Park and Rand Tract to educate youth at the center and nearby K-12 schools.

No other organization has educators and an extensive volunteer network trained in both horticulture and working with youth including proper liability coverage and background checks. Additionally, the transaction cost to advertise and execute an RFP is high for such a small contract amount.

Expenditures, not to exceed \$5,000.00, will be charged to account #01.71100.540551.

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

6/9/2020
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

/tm
cc: Julie LaFave, Commissioner of Parks, Recreation & Youth Programs

ORDINANCE AUTHORIZING A CONTRACT WITH THE NATIONAL CENTER FOR SAFETY INITIATIVES RELATIVE TO PROVIDING FULL SERVICE BACKGROUND SCREENINGS FOR PROSPECTIVE EMPLOYEES AND VOLUNTEERS ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS

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 The National Center for Safety Initiatives (NCSI), under the following terms:

(1) NCSI shall provide all required full service background screenings for prospective employees and volunteers who are sixteen (16) years of age and over who will be working directly with youth;

(2) The agreement shall be for a term of one year effective as of July 1, 2020 through June 30, 2021; and

(3) The City shall pay to NCSI a rate of \$25.00 per screening, with the total cost not to exceed \$5,000.00 for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and 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 Budget Account #01.71400.541500 or another appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 19, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Request for Legislation

Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing an agreement with the **National Center for Safety Initiatives (NCSI)** for the purpose of providing full service background screenings for prospective employees and volunteers over 16 years of age working directly with youth or seniors, valid July 1, 2020 – June 30, 2021 with the Department of Parks, Recreation and Youth Programs.

The cost, not to exceed \$5,000, is to be paid out of account # 01.71400.541500.

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

Sincerely,

Julie LaFave

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: Julie Castellitto, Assistant Director of Management and Budget *ac*
DATE: June 30, 2020
SUBJECT: Agreement for Full Service Background Screenings

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with The National Center for Safety Initiatives (NCSI) for the purpose of providing full service background screenings for prospective employees and volunteers over 16 years of age working directly with youth or seniors, valid July 1, 2020 to June 30, 2021.

The cost, not to exceed \$5,000.00 is to be paid out of account #01.71400.541500.

If you agree to enter into an agreement with The National Center for Safety Initiatives, please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

Ordinance No.

2020

ORDINANCE AUTHORIZING PAYMENT TO VARIOUS QUALIFIED PERSONS FOR SERVICES PROVIDED AS GOLF INSTRUCTORS, FITNESS INSTRUCTORS, AND DANCE INSTRUCTORS FOR VARIOUS CLINICS AND CAMPS ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS DURING FISCAL YEAR 2020/2021

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to various qualified individuals to cover the costs of services for golf instructors, dance instructors, and fitness instructors for various clinics and camps to be offered during 2020/2021 in various City parks facilities; and

BE IT FURTHER ORDAINED, that individual instructors will complete a Claimant's Invoice for services performed and an IRS Form W-9; and

BE IT FURTHER ORDAINED, that the total cost for all services related to the aforementioned golf, dance and fitness instruction shall not exceed \$40,500.00 to be charged to Recreation Account #01.71400.541500; and

BE IT FURTHER ORDAINED, that the Mayor be and hereby is authorized to execute any necessary documents or agreements associated with the provision of the above-referenced services; and

BE IT FURTHER ORDAINED, that any agreements associated with the provision of the above-referenced services shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 19, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

John Copanas, City Clerk
Room 231 City Hall
Syracuse, NY 13202

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council to allow the Department of Parks, Recreation and Youth Programs to enter into agreement with various qualified individuals to cover the costs of services for the **instruction of various fitness, dance and golf programs** held at city community centers, senior centers, golf courses and programs in the park, from July 1, 2020 to June 30, 2021.

The cost, **not to exceed \$40,500.00**, is to be paid out of account # **01.71400.541500**.

If you have any questions or comments, please do not hesitate to contact me.

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.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Julie Castellitto, Assistant Director of Management & Budget *ac*
DATE: June 30, 2020
SUBJECT: Agreement with Various Qualified Individuals to Cover the Costs of Service for the Instruction of Various Fitness, Dance and Golf Programs

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with **various qualified individuals to cover the costs of services for the instruction of various fitness, dance and golf programs** held at city community centers, senior centers, golf courses and programs in the park, from July 1, 2020 to June 30, 2021.

The cost, not to exceed \$40,500.00 is to be paid out of account #01.71400.541500.

If you agree to enter into this agreement, please indicate 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.

Ben Walsh

Mayor Ben Walsh
City of Syracuse, New York

7/1/20

Date

/tm

cc: Julie LaFave, Commissioner of Parks, Recreation & Youth Programs

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 PAYMENT TO VARIOUS QUALIFIED PERSONS FOR SERVICES PROVIDED AS COACHES, SCORE KEEPERS, AND REFEREES/OFFICIALS FOR BASKETBALL LEAGUES, BASEBALL PROGRAMS AND VARIOUS OTHER CITYWIDE TOURNAMENTS AND LEAGUES ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS DURING FISCAL YEAR 2020/2021

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to various qualified individuals to cover the costs for services provided as coaches, score keepers, and referees/officials for Basketball Leagues, Baseball Programs and various other Citywide Tournaments and Leagues to be offered during 2020/2021 in various City Parks Facilities; and

BE IT FURTHER ORDAINED, that individuals providing the services will complete a Claimant's Invoice for services performed and an IRS Form W-9; and

BE IT FURTHER ORDAINED, that the total cost for all services related to the aforementioned services shall not exceed \$21,000.00 to be charged to Recreation Account #01.71400.541500; and

BE IT FURTHER ORDAINED, that the Mayor be and hereby is authorized to execute any necessary documents or agreements associated with the provision of the above-referenced services; and

BE IT FURTHER ORDAINED, that any agreements associated with the provision of the above-referenced services shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 19, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

John Copanas, City Clerk
Room 231 City Hall
Syracuse, NY 13202

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council to allow the Department of Parks, Recreation and Youth Programs to pay various persons, **for services provided as coaches, score keepers, and referees/officials, for boys' and girls' basketball leagues, baseball programs, and various other citywide tournaments and leagues held throughout FY 2020/2021.**

The cost, **not to exceed \$21,000.00**, is to be paid out of account # **01.71400.541500**.

If you have any questions or comments, please do not hesitate to contact me.

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 AUTHORIZING CONTRACT WITH GALAXY MEDIA RELATIVE TO PROVIDING PROMOTIONAL SERVICES RELATED TO THE CLINTON SQUARE ICE RINK AND THE SUNNYCREST ICE RINK

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 Galaxy Communications under the following terms:

- (1) Galaxy Media ("Galaxy") shall provide promotional services through a social media campaign for the Department of Parks, Recreation and Youth Programs relative to promoting the public's use of the Clinton Square Ice Rink and the Sunnycrest Ice Rink, particularly during the times when attendance is typically low;
- (2) The contract term shall be from August 1, 2020 through April 1, 2021; and
- (3) Galaxy shall guarantee \$135,000 in revenues to the City for the term of the contract with additional revenues to be shared between Galaxy and the City as follows: (A) (\$135,000-\$148,500) Galaxy to receive first \$13,500 of additional profit for promotional/advertising expenses followed by (B) revenues in excess of \$148,500 to be split 50/50 between Galaxy and the City;

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 revenues associated with this agreement shall be deposited to an account designated by the Commissioner of Finance.



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 26, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

Ms. Mary Vossler
Director
Office of Management & Budget
Room 213 City Hall
Syracuse, NY 13202

RE: Request for Legislation for a Waiver of Competitive Bid

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to waive the request for proposal process, and enter into agreement with Galaxy Communications for promotion of the Clinton Square Ice Rink and Sunnycrest during the 2020/21 winter ice skating season.

Galaxy will heavily promote skating at Clinton Square and Sunnycrest, especially during the times when attendance is typically low. A social media campaign will be created and businesses will be brought on board to support the air time. Galaxy will guarantee \$135,000 in revenues to the City every year, with potential for more if attendance and sponsorship is higher.

Revenues will be deposited into an account to be created by the Commissioner of Finance.

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



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Mary E. Vossler, Director of Management and Budget *MV*
DATE: June 29, 2020
SUBJECT: Waiver of RFP Process – Promotion of the Clinton Square Ice Rink and Sunnycrest

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

The Department of Parks, Recreation and Youth Programs, is requesting a waiver of the RFP process to enter into an agreement with **Galaxy Communications** for promotion of the Clinton Square Ice Rink and Sunnycrest during the 2020/2021 winter ice skating season.

Galaxy will heavily promote skating at Clinton Square and Sunnycrest, especially during the times when attendance is typically low. A social media campaign will be created and businesses will be brought on board to support the air time. Galaxy will guarantee \$135,000 in revenues to the City every year, with potential for more if attendance and sponsorship is higher.

Revenues will be deposited into an account to be created by the Commissioner of Finance.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date

/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.syr.gov.net



Galaxy Media would like to request an extension on the Skates in the City (Clinton Square Ice Rink and Sunnycrest Ice Rink) promotional/partnership contract.

Below is a brief recap of the advertising and promotional campaigns that were utilized during the 2019-2020 season of Skates in the City:



Skates in the City Recap

- **Media Recap:**
 - o **Live Reads**- 364 on TK99; 210 on ESPN Radio; 261 on KRock; 301 on Sunny102 - \$56,800
 - o **Commercial spots on the Galaxy Stations- 7,678**
 - Krock – 1931 - \$164,135
 - TK – 1771- \$177,100
 - ESPN – 1977 - \$88,965
 - Sunny – 1999 - \$119,940
 - o **SU Basketball** - 23 games with 3-6 mentions per game (have been getting 6 mentions per game since Lights ended) **138 spots** - \$69,000
 - o **Total advertising value-** \$675,940
- **New website created** (www.skatesinthecity.com)
- **New Facebook page created**

Ordinance No.

2020

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF HERBACEOUS PLANTS, SEEDS,
AND BULBS FOR THE DEPARTMENT OF PARKS,
RECREATION AND YOUTH PROGRAMS FOR
THE FISCAL YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of herbaceous plants, seeds, and bulbs from various vendors for the Department of Parks, Recreation and Youth Programs for the fiscal year 2020/2021 at a cost not to exceed \$4,000.00 without formal advertising or competitive bidding by reason of the fact it is impractical to bid said items because the quantity of the desired varieties cannot be provided by only one grower; and

BE IT FURTHER ORDAINED, that the Director Management and Budget is hereby authorized to purchase said items at a cost not to exceed \$4,000.00, charging the cost thereof to Budget Account #01.71100.540541 or another appropriate budget account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2021 provided funding from the appropriation authorized by this Ordinance remains available.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bidding Request for Herbaceous Plants, Seeds, and Bulbs

Dear Mr. Copanas:

I request that legislation be introduced at the next scheduled Common Council Meeting **authorizing, without formal advertising and competitive bidding, of Herbaceous Plants, Seeds, and Bulbs for the Department of Parks, Recreation and Youth Programs for Fiscal Year July 1, 2020 through June 30, 2021.**

The Department of Parks, Recreation and Youth Programs has found it is often necessary to locate and purchase the above items based on species, color, bloom, quantity, and quality; therefore, it become impractical to bid these items.

Expenditures are estimated not to exceed \$4,000.00 and will be charged to Budget Account # 01.71100.540541.

Thank you.

Sincerely,

Mary E. Vossler
Director of Management & Budget
Division of Purchase

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

MEV/tm
cc: Julie LaFave, Commissioner of Parks, Recreation and Youth Programs
File

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



**DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS**
CITY OF SYRACUSE, MAYOR BEN WALSH

June 13, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

Mary Vossler
Budget Director
City Hall Room 213
233 East Washington Street
Syracuse, NY 13202

RE: Request for Legislation for a Waiver of Competitive Bid

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to **authorize without competitive bid or advertising, of Herbaceous Plants, Seeds, and Bulbs, for the Department of Parks, Recreation and Youth Programs for Fiscal Year July 1, 2020 through June 30, 2021.**

Our department has found it is often necessary to locate and purchase the above items based on species, color, bloom, quantity and quality; therefore, it becomes impractical to bid these items.

Expenditures are estimated not to exceed **\$4,000.00** and will be charged to **Budget Account# 01.71100.540541.**

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING AN AGREEMENT,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, RELATIVE TO PROVIDING THE
TIMELY HANDLING OF POST-LIFE SERVICES
FOR DOGS AND OTHER ANIMALS FOR THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS DURING THE FISCAL
YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes an Agreement with Pet Cremation Services relative to providing the timely handling of post-life services for dogs and other animals for the City of Syracuse on behalf of the Department of Parks, Recreation and Youth Programs during the fiscal year 2020/2021 at a cost not to exceed \$6,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the special nature of the services required; and

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized to execute said Agreement, the terms and conditions of which will be subject to the approval of the Corporation Counsel, charging all costs associated with the Agreement to Budget Account #01.35100.541500.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bidding Request for Services from Pet Cremation Service

Dear Mr. Copanas:

I request that legislation be introduced at the next scheduled Common Council Meeting authorizing, without formal advertising and competitive bidding, for services from Pet Cremation Services, for the Department of Parks, Recreation and Youth Programs for fiscal year July 1, 2020 through June 30, 2021.

This agreement will allow the City to manage the needs of the timely handling of post life services for dogs and other animals. This agreement shall be for a one year period from July 1, 2020 through June 30, 2021.

Expenditures are estimated not to exceed \$6,000.00 and will be charged to Budget Account # 01.35100.541500.

Thank you.

Sincerely,

Mary E. Vossler
Director of Management & Budget
Division of Purchase

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

MEV/tm
cc: Julie LaFave, Commissioner of Parks, Recreation and Youth Programs
File

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



**DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS**
CITY OF SYRACUSE, MAYOR BEN WALSH

June 13, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

Mary Vossler
Budget Director
City Hall Room 213
233 East Washington Street
Syracuse, NY 13202

RE: Request for Legislation for a Waiver of Competitive Bid

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to authorize without competitive bid or advertising **for services from Pet Cremation Service**, for the Department of Parks, Recreation and Youth Programs for Fiscal Year July 1, 2020 through June 30, 2021.

This agreement will allow the City to manage the needs of the timely handling of post life services for dogs and other animals. This agreement shall be for a one year period from July 1, 2020 through June 30, 2021.

Expenditures are estimated not to exceed **\$6,000.00** and will be charged to **Budget Account# 01.35100.541500**.

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.syr.gov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF PLAYGROUND REPLACEMENT
PARTS FOR THE DEPARTMENT OF PARKS,
RECREATION AND YOUTH PROGRAMS
DURING THE FISCAL YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of playground replacement parts from Landscape Structures, Parkitects, Game Time, Miracle, Playworld, and Columbia Cascade for the Department of Parks, Recreation and Youth Programs during the fiscal year 2020/2021 at a cost not to exceed \$12,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said items as it is necessary to locate and purchase the items based on the specifications of the individual playgrounds installed in order to keep the integrity of the warranties for each playground system; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said playground replacement parts at a cost not to exceed \$12,000.00, charging the cost thereof to Budget Account #01.71100.540512, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2021 provided funding from the appropriation authorized by this Ordinance remains available.

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bidding Request for Playground Replacement Parts

Dear Mr. Copanas:

I request that legislation be introduced at the next scheduled Common Council Meeting **authorizing, without competitive bid or advertising, the purchase of playground replacement parts for the Department of Parks, Recreation and Youth Programs for fiscal year 2020/20201 from the following vendors:**

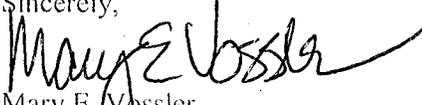
- Landscape Structures
- Parkitects
- Game Time
- Miracle
- Playworld
- Columbia Cascade

The Parks Department has found it is often necessary to locate and purchase the above items based on specification of the individual playgrounds installed in order to keep the integrity of the warranties for each playground system; therefore, it becomes impractical to bid these items.

Expenditures are estimated not to exceed \$12,000.00 and will be charged to Budget Account #01.71100.540512.

Thank you.

Sincerely,


Mary E. Vossler
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

cc: Julie LaFave, Commissioner of Parks, Recreation and Youth Programs

//



**DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS**
CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

June 19, 2020

Ms. Mary Vossler
Director
Office of Management & Budget
Room 213 City Hall
Syracuse, NY 13202

RE: Request for Legislation for a Waiver of Competitive Bid

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to **authorize a Waiver of Competitive bid for playground replacement parts, for the Department of Parks, Recreation and Youth Programs for fiscal year 2020/2021 from the following vendors:**

- **Landscape Structures**
- **Parkitects**
- **Game Time**
- **Miracle**
- **Playworld**
- **Columbia Cascade**

Our department has found it is often necessary to locate and purchase the above items based on specification of the individual playgrounds install in order to keep the integrity of the warranties for each playground system; therefore, it becomes impractical to bid these items.

Expenditures are estimated not to exceed **\$12,000.00** and will be charged to **Budget Account# 01.71100.540512.**

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

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

Sincerely,

Julie LaFave
Commissioner

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF BULK FOOD ITEMS AND
MISCELLANEOUS PAPER PRODUCTS FOR
THE DEPARTMENT OF PARKS, RECREATION
AND YOUTH PROGRAMS DURING THE FISCAL
YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of bulk food items and miscellaneous paper products (napkins, paper plates, plastic utensils, etc.) from Wegmans for the Department of Parks, Recreation and Youth Programs during the fiscal year 2020/2021 at a cost not to exceed \$5,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said items due to the vast number of limited purchase orders which are issued to accommodate food item purchases for items with a limited shelf life and the numerous small quantity purchases of miscellaneous paper products for the Senior Citizen and Youth Community Center events; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said bulk food items and miscellaneous paper products at a cost not to exceed \$5,000.00, charging the cost thereof to Budget Account #01.71400.540541 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2021 provided funding from the appropriation authorized by this Ordinance remains available.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bidding Request for Bulk Food Items and Miscellaneous Paper Products

Dear Mr. Copanas:

I request that legislation be introduced at the next scheduled Common Council Meeting authorizing, without competitive bid or advertising, the purchase of bulk food items and miscellaneous paper products (napkins, paper plates, plastic utensils, etc.) for the Department of Parks, Recreation and Youth Programs for Fiscal Year July 1, 2020 through June 30, 2021.

The various activities of the Senior Citizen and Youth Community Centers, as well as some of the other programs undertaken throughout the fiscal year by their department requires a vast number of limited purchase orders (LPO's) which are issued to accommodate food item purchases (limited shelf life) and numerous, but relatively small quantities of items like paper plates, napkins, etc. This process is extremely cumbersome and highly manual in nature.

Expenditures are estimated not to exceed \$5,000.00 and will be charged to Budget Account #01.71400.540541. These products will be purchased from Wegmans.

Thank you.

Sincerely,

Mary E. Vossler
Director of Management & Budget

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

cc: Julie LaFave, Commissioner of Parks, Recreation and Youth Programs

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



**DEPARTMENT OF PARKS,
RECREATION & YOUTH PROGRAMS**
CITY OF SYRACUSE, MAYOR BEN WALSH

June 19, 2020

Julie LaFave
Commissioner

Jimmy Oliver
Deputy Commissioner

Ms. Mary Vossler
Director
Office of Management & Budget
Room 213 City Hall
Syracuse, NY 13202

RE: Request for Legislation for a Waiver of Competitive Bid

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to **authorize without competitive bid or advertising, the purchase of bulk food items and miscellaneous paper products (napkins, paper plates, plastic utensils, etc.), for the Department of Parks, Recreation and Youth Programs for Fiscal Year July 1, 2020 through June 30, 2021.**

The various activities of the Senior Citizen and Youth Community Centers as well as some of the other programs undertaken throughout the fiscal year by our department requires a vast number of limited purchase orders (LPO's) which are issued to accommodate food item purchases (limited shelf life) and numerous, but relatively small quantities of items like paper plates, napkins, etc. This process is extremely cumbersome and highly manual in nature.

Expenditures are estimated not to exceed **\$5,000.00** and will be charged to **Budget Account# 01.71400.540541. These products will be purchased from Wegmans.**

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.syr.gov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING ACCEPTANCE OF
A DONATION OF SAFETY GLASS PANELS
FROM ARMoured ONE GLASS, LLC HAVING
A TOTAL VALUE OF \$4,712.91**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance of a donation of the following safety glass panels: Two (2) 1/4 Tempered Safety Glass (101 13/16" x 68 5/8") and One (1) 3/8 Shooter/Attach Glass (101 13/16" x 93") from Armoured One Glass, LLC; said panels shall be used by the Syracuse Police Department to make the necessary repairs to the windows of the Public Safety Building that were damaged during the recent protest.



SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 26, 2020

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

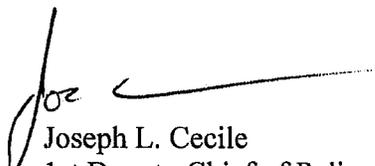
John Copanas
City Clerk
233 East Washington Street
231 City Hall
Syracuse, New York 13202

Request for legislation: Acceptance of donation from Armoured One Glass, LLC

Dear Mr. Copanas:

I hereby request that you prepare the necessary legislation for the next regular meeting of the Syracuse Common Council to allow the Department of Police to accept a donation from Armoured One Glass, LLC. of the following safety glass panels: (2) 1/4" Tempered Safety Glass (101 13/16" X 68 5/8") and (1) 3/8" Shooter/Attach Glass (101 13/16" X 93"). This donation will allow the Department of Police to make the necessary repairs to the Public Safety Building that were caused during the recent protests. The items will be installed by a separate vendor. Total value of the donated items is \$4,712.91.

Very truly yours,


Joseph L. Cecile
1st Deputy Chief of Police

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

JLC/bl

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

25

Ordinance No.

2020

**ORDINANCE AUTHORIZING CONTRACT WITH
CAMILLUS ANIMAL HOSPITAL RELATIVE TO
PROVIDING K-9 VETERINARY SERVICES FOR
THE SYRACUSE POLICE DEPARTMENT**

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

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

- (1) Camillus Animal Hospital shall provide all required K-9 veterinary services for the Syracuse Police Department;
- (2) The term of the contract shall be for a period of one (1) year, effective July 1, 2020 through June 30, 2021;
- (3) The City shall pay to Camillus Animal Hospital an amount not to exceed \$15,000.00 for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and 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 Department of Police Operating Budget Account #541500.01.31230 or another appropriate budget account as designated by the Commissioner of Finance.

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SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 26, 2020

Mary Vossler
Director of Management & Budget
City Hall
Syracuse, New York 13202

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

RE: REQUESTING A WAIVER OF RFP – Camillus Animal Hospital.

Dear Ms. Vossler,

Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with the Camillus Animal Hospital.

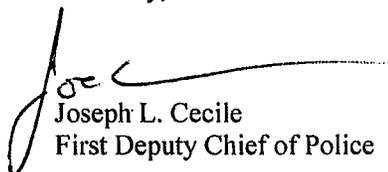
Under the agreement Camillus Animal Hospital shall provide all required K-9 veterinary services of the Syracuse Police Department for the period of (1) year, effective July 1, 2020 through June 30, 2021.

Expenditures not to exceed \$15,000 will be charged to account 541500.01.31230.

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

Thank you for your consideration in this matter.

Sincerely,


Joseph L. Cecile
First Deputy Chief of Police

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

JLC/bl

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

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: Honorable Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management & Budget *MW*
DATE: June 29, 2020
SUBJECT: Waiver of RFP – Camillus Animal Hospital

On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with Camillus Animal Hospital.

Under the agreement, Camillus Animal hospital shall provide all required K-9 veterinary services of the Syracuse Police Department for the period of (1) year, effective July 1, 2020 through June 30, 2021.

Expenditures not to exceed \$15,000 will be charged to account 541500.01.31230.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

7/1/20

Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING CONTRACT WITH
CEDAR PATH SOLUTIONS GROUP, INC.
RELATIVE TO PROVIDING INFORMATION
TECHNOLOGY 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 Cedar Path Solutions Group, Inc., under the following terms:

- (1) Cedar Path Solutions Group, Inc. shall provide all required information technology services for the continued support of network design, maintenance, implementation and system service of the Police Department's C.O.P.S. camera network/platform and integration;
- (2) The duration of the contract will be for one year from July 1, 2020 through June 30, 2021;
- (3) The City shall pay to Cedar Path Solutions Group, Inc. an amount not to exceed \$25,000.00 for all services under this agreement; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and 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 #541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.



SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 26, 2020

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

John Copanas
City Clerk
233 East Washington Street
231 City Hall
Syracuse, New York 13202

RE: REQUESTING A WAIVER OF RFP – Cedar Path Solutions Group, Inc.

Dear Mr. Copanas,

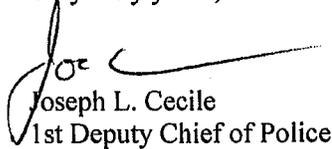
Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Syracuse Police Department, to enter into an agreement with Cedar Path Solutions Group, Inc. (CPSG), a Physical Security integrator and Information Technology Solutions provider. The agreement is for Information Technology professional services in the continued support of Network design, maintenance, implementation and system service of the Police Department's C.O.P.S camera Network/Platform and integration. The agreement will be effective for one –year July 1, 2020- June 30, 2021.

Cedar Path Solutions Group, Inc. (CPSG) has been involved in the installation and integration of the Department's C.O.P.S camera projects. Due to the fact that the C.O.P.s Platform is integrated and hosted on the Department's computer Network, the employee(s) of CPSG have undergone a background and vetting process in order to comply with Federal CJIS Regulations. Due to the timeliness of services needed and sensitive nature and security practices needed to bring new companies into CJIS compliance; an RFP is not a viable or practical option.

Expenditures are not to exceed \$ 25,000 and will be charged to account # 541500.01.31230.

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

Very truly yours,


Joseph L. Cecile
1st Deputy Chief of Police

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

JLC/bl



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

TO: Honorable Mayor Ben Walsh
FROM: Mary E. Vossler, Director of Management & Budget *MW*
DATE: June 29, 2020
SUBJECT: Waiver of RFP – Cedar Path Solutions Group, Inc.

On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with Cedar Path Solutions Group, Inc. (CPSG), a Physical Security Integrator and Information Technology Solutions provider. The agreement is for Information Technology professional services in the continued support of Network design, maintenance, implementation and system service of the Police Department's C.O.P.S camera network/platform and integration. The agreement will be effective for one-year: July 1, 2020 – June 30, 2021.

Cedar Path Solutions Group, Inc. (CPSG) has been involved in the installation and integration of the Department's C.O.P.S camera projects. Due to the fact that the C.O.P.S Platform is integrated and hosted on the Department's Computer Network, the employee(s) of CPSG have undergone a background and vetting process in order to comply with Federal CJIS Regulations. Due to the timeliness of services needed and sensitive nature and security practices needed to bring new companies into CJIS compliance; an RFP is not a viable or practical option.

Expenditures are not to exceed \$25,000 and will be charged to account #541500.01.31230

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

Thank you for your attention regarding this matter.

Ben Walsh

Mayor Ben Walsh
City of Syracuse, New York

7/1/20

Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

ORDINANCE AUTHORIZING CONTRACT WITH MOHAWK VALLEY INFORMATION TECHNOLOGIES, INC. RELATIVE TO PROVIDING INFORMATION TECHNOLOGY SERVICES FOR THE SYRACUSE POLICE DEPARTMENT'S PUBLIC WEBSITE

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 has approved the retention of Mohawk Valley Information Technologies, Inc., under the following terms:

(1) Mohawk Valley Information Technologies, Inc. shall provide all required information technology services required for the continued support, maintenance and development of the Syracuse Police Department's public website;

(2) The duration of the contract will be from July 1, 2020 through June 30, 2021;

(3) The City shall pay to Mohawk Valley Information Technologies, Inc. an amount not to exceed \$1,500.00 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 #541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

40



SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 26, 2020

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

John Copanas
City Clerk
233 E Washington Street
231 City Hall
Syracuse, New York 13202

RE: REQUESTING A WAIVER OF RFP – Mohawk Valley Information Technologies, Inc.

Dear Mr. Copanas,

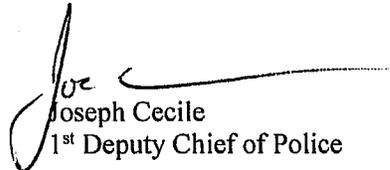
Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Syracuse Police Department, to enter into an agreement with Mohawk Valley Information Technologies, Inc. (MVINTECH), an Information Technology Solutions provider. The agreement is for Information Technology professional services in the continued support, maintenance, and development of the Police Department's public Website. The agreement will be effective for one –year July 1, 2020- June 30, 2021.

Mohawk Valley Information Technologies, Inc. (MVINTECH) was involved in the initial development and set-up of the Department's public website in 2009 and has also been the technology professional service provider of Department's website since 2009. For Security purposes and best practice in maintaining the integrity and compliance with CJIS Federal Regulations, the website is hosted outside of the Department's main computer Network by M.A. Polce Inc., to which MVINTECH has a Value Added Partnership with.

Expenditures not to exceed \$ **1,500** and will be charged to account # **541500.01.31230**.

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

Sincerely,


Joseph Cecile
1st Deputy Chief of Police

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

JCL/bl

26



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: June 29, 2020
SUBJECT: Waiver of the RFP Process – Agreement with Mohawk Valley Information Technologies, Inc.

On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with **Mohawk Valley Information Technologies, Inc. (MVINTECH)**, an Information Technology Solutions provider. The agreement is for Information Technology professional services in the continued support, maintenance, and development for the Police Department's public website. The agreement will be effective for one (1) year – July 1, 2020 to June 30, 2021.

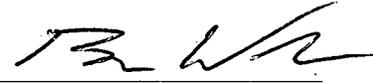
Mohawk Valley Information Technologies, Inc. (MVINTECH) was involved in the initial development and set-up of the Department's public website in 2009 and has also been the technology professional service provider of the Department's website since 2009. For security purposes and best practice in maintaining the integrity and compliance with CJIS Federal Regulations, the website is hosted outside of the Department's main computer network by M.A. Police, Inc., to which MVINTECH has a Value Added Partnership with.

Expenditures will not exceed \$1,500 and will be charged to account #541500.01.31230.

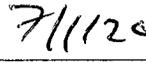
Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

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



Mayor Ben Walsh
City of Syracuse, New York



Date

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE UNBEYLIEVABLE ENTERPRISES,
INC. TO PROVIDE SERVICES TO AT-RISK CITY
INDIVIDUALS THROUGH THE TRAUMA
RESPONSE TEAM PROGRAM**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to enter into an agreement with UnBEYLievable Enterprises, Inc. for an amount not to exceed \$200,000.00 to be charged to Budget Account #599309.01.90000; said funds will be used to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals through the Trauma Response Team Program; and

BE IT FURTHER ORDAINED, that this agreement shall be in effect July 1, 2020 through June 30, 2021; and

BE IT FURTHER ORDAINED, that such agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

41

June 12, 2020

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with UnBEYlievable Enterprises, Corp. to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals.

City funds, in an amount not to exceed \$200,000, will be used to support and fund the salary, fringe, rent, supplies, administration, office and program supplies and other expenses for the Trauma Response Coordinator to lead violence prevention efforts through youth outreach and education by coordinating and/or providing violence prevention programs, information, and activities with outreach workers from other programs (e.g. peer workshops, training sessions, school assemblies, youth conferences, etc.) in schools, faith based organizations, youth serving organizations, community centers, etc. Violence intervention efforts will educate and train identified children, youth and adults in alternative strategies to violence to better manage personal behavior and reduce incidents of youth-related violence. The Trauma Response Coordinator will also respond, along with a group of volunteers, to the scene of traumatic events, such as shootings within the City to assist family members of the victim and work at controlling the crowds that frequently gather at the scene or at the hospital. This agreement will be in effect from 7/1/20 – 6/30/21.

The total costs of this agreement, not to exceed \$200,000, will be charged to budget account number TRT 599309.01.90000.

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Sincerely,

Janet L. Burke

Janet L. Burke
Director of Research



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: June 29, 2020
SUBJECT: Agreement with Street Addiction Institute

On behalf of the Bureau of Research, I am requesting that the City of Syracuse enter into an agreement with the Street Addiction Institute to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals.

City funds, in an amount not to exceed \$200,000, will be used to support and fund the salary, fringe, rent, supplies, administration, office and program supplies and other expenses for the Trauma Response Coordinator to lead violence prevention efforts through youth outreach and education by coordinating and/or providing violence prevention programs, information, and activities with outreach workers from other programs (e.g., peer workshops, training sessions, school assemblies, youth conference, etc.) in schools, faith based organizations, youth servicing organizations, community centers, etc. Violence intervention efforts will educate and train identified children, youth and adults in alternative strategies to violence to better manage personal behavior and reduce incidents of youth-related violence. The Trauma Response Coordinator will also respond, along with a group of volunteers, to the scene of traumatic events, such as shootings within the City to assist family members of the victim and work at controlling the crowds that frequently gather at the scene or at the hospital. This agreement will be in effect from 7/1/2020 – 6/30/2021

The total costs of this agreement, not to exceed \$200,000, will be charged to budget account number TRT 599309.01.90000.

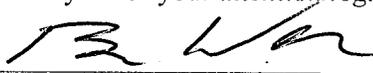
If you agree to enter into this agreement with Street Addiction Institute please indicate by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov



Mayor Ben Walsh
City of Syracuse, New York

7/1/20

Date

/tm
cc: Janet L. Burke, Director of Research

Trauma Response 2019-2020 Program Exp

TRT Coordinator/Outreach #1	\$ 45,000.00
* Outreach #2	\$13,650.00
* Outreach #3	\$ 7,800.00
* Outreach #4	\$13,650.00
Program Manger	\$ 15,000.00
Data/Budget Specialist/payroll	\$ 17,000.00

Salary total \$ 112,100.00

Benefitis

TRT Coordinator -	\$ 7,350.00
Financial Officer	\$ 7,350.00
Benefits Total	\$ 14,700.00

TRT - Fringe-

Salary: Program Manger, Budget/Data Specialist

	\$ 32,000.00
FICA expense - -	\$ 2,448.00
Fed Unemp Tax-Men	\$ 192.00
State Unemp Tax-Men	\$ 1,113.60
Workers Comp	\$ 160.00
NYS DBL	\$ 160.00
Total	\$ 4,073.60

Salary: Coordinator/Outreach#1, Outreach #2 - #5

	\$ 80,100.00
FICA expense -	\$ 6,127.65
Fed Unemp Tax-Men	\$ 480.60
State Unemp Tax-Men	\$ 4,002.00
WC	\$ 5,526.90
NYS DBL	\$ 400.50
Total	\$ 16,537.65

Staff Leasing Processing Fee \$ 2,914.60

Accounting Fee \$ 6,000.00

Fringe Total

Fringe + Benefits Total \$ 44,223.85

Office Supplies Program Supplies \$ 1,674.15

Supply total \$ 1,674.15

Insurances \$ 4,500.00

Insurances total \$ 4,500.00

Group Interventions/Events \$ 8,500.00

Group Intervention total \$ 8,500.00

Administration fee \$ 29,000.00

Admin fee total \$ 29,000.00

Total Expenses \$ 116,800.00

enses JULY 1 2019 - JUNE 30, 2020

Salary
Timothy Jennings Bey

Dr. Najah Salaam
Raymond Panek

Rate - .0765

Rate- .0060 first \$7000- .6%

.10-5.7 % First \$11600: Rate .048

0.50%

.5% of gross wages

Rate - .0765

Rate- .0060 first \$7000

.10-5.7 % First \$11000: Rate .048

6.90%

\$1.20/check @ 62.40/employee

2.60%

Ordinance No.

2020

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SYRACUSE ON
BEHALF OF THE SYRACUSE POLICE
DEPARTMENT AND ONONDAGA
COMMUNITY COLLEGE RELATIVE TO
CONDUCTING A POLICE TRAINING
ACADEMY**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding between the City of Syracuse, on behalf of the Syracuse Police Department, and Onondaga Community College relative to conducting a Police Training Academy (hereinafter referred to as the “Agreement”); and

BE IT FURTHER ORDAINED, that there shall be no cost associated with this Agreement; and

BE IT FURTHER ORDAINED, that the Agreement shall be for a term effective as of the date of execution through December 31, 2025, with the option to renew the Agreement subject to the approval of the Mayor and Common Council and Onondaga Community College; 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.

42



SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

July 19, 2020

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

John Copanas
City Clerk
City of Syracuse
233 East Washington Street
Syracuse, NY 13202

RE: Legislation: MOU with Onondaga Community College

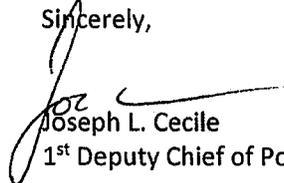
Dear Mr. Copanas:

I hereby request that you prepare legislation for the next regular meeting of the Syracuse Common Council Meeting to allow the Department of Police (SPD) to enter into an agreement with Onondaga Community College (OCC). The purpose of the agreement is to formalize the relationship between the SPD and OCC with regards to conducting a police training academy.

We have reviewed this agreement with Corporation Counsel and it is recommended that the Mayor of the City of Syracuse be authorized to execute it on behalf of the Department of Police and the City. This agreement shall begin as of the date executed by both parties and terminate on 12/31/2025. The agreement may be renewed with the approval of each legislative body.

There is no cost associated with this agreement.

Sincerely,


Joseph L. Cecile
1st Deputy Chief of Police

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

JLC/mb-f

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

23



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: June 29, 2020
SUBJECT: Memorandum of Understanding with Onondaga Community College

On behalf of the Department of Police (SPD), I am requesting your approval for the City of Syracuse to enter into a Memorandum of Understanding (MOU) with Onondaga Community College (OCC). The purpose of the agreement is to formalize the relationship between the SPD and OCC with regards to conducting a police training academy.

We have reviewed this agreement with Corporation Counsel and it is recommended that the Mayor of the City of Syracuse be authorized to execute on it on behalf of the Department of Police and the City. This agreement shall begin as of the date executed by both parties and terminate on 12/31/2025. The agreement may be renewed with the approval of each legislative body.

There is no cost associated with this agreement.

Please indicate your concurrence to enter into a Memorandum of Understanding (MOU) with Onondaga Community College 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

7/1/20
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

ORDINANCE AMENDING ORDINANCE NO. 219-2019 AS LAST AMENDED BY ORDINANCE NO. 399-2019 AUTHORIZING AN AGREEMENT WITH AXON CORPORATION FOR THE PURCHASE OF BODY WORN CAMERAS ON BEHALF OF THE DEPARTMENT OF POLICE WITHOUT FORMAL ADVERTISING OR COMPETITIVE BIDDING

BE IT ORDAINED, that Ordinance No. 219-2019 as last amended by Ordinance No. 399-2019 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with AXON Corporation for the purchase of a total of one hundred seventy (170) cameras, fifty-seven (57) cameras previously authorized by Ordinance No. 219-2019 and the one hundred thirteen (113) authorized by this Ordinance, all of which shall be the Axon Body 2 or 3 cameras or subsequent new generation models along with docking stations and electronic storage of video footage, without formal advertising or competitive bidding which is deemed impracticable as this system has been tested and deemed to fully meet the needs of the Department; and

BE IT FURTHER ORDAINED, that this Agreement shall also include the costs of the required licensing and related services necessary to maintain the body worn camera program; and

BE IT FURTHER ORDAINED, that this Agreement shall have a term of five (5) years effective as of July 1, 2019 through June 30, 2024; and

BE IT FURTHER ORDAINED, that said agreement shall have a total cost not to exceed \$1,666,394.00 for all equipment and services to be provided under this agreement; 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; and

BE IT FURTHER ORDAINED, that the initial cost of purchasing fifty-seven (57) cameras (\$148,603.00) associated with this agreement shall be charged against funding that was received from the New York State Attorney General's Office – A/C #599802.02.31225 Project #212830119; and

BE IT FURTHER ORDAINED, that the cost of purchasing an additional one hundred thirteen (113) cameras (\$303,951.00) shall be charged against Grant funding that was received from the United States Department of Justice A/C #599802.02.31225 Project #222160318; and

BE IT FURTHER ORDAINED, that the requirements of a local match for the USDOJ Grant of \$299,597.00 shall be provided by personnel costs (to include salaries and fringe benefits) in the amount of \$251,255.00 from Account # 510100.01.31230 and by supplies and equipment cost in the amount of \$48,342.00 from Account # 540541.01.31230; and

BE IT FURTHER ORDAINED, that annual maintenance costs for this camera project will be charged to Account #540542.01.31220.

* _____ = new material



SYRACUSE POLICE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 23, 2020

Kenton T. Buckner
Chief of Police

Joseph L. Cecile
First Deputy Chief

Derek McGork
Deputy Chief

Richard F. Shoff, Jr.
Deputy Chief

Richard H. Trudell
Deputy Chief

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Amend Ordinance 19-399

Dear Mr. Copanas,

I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to amend Ordinance 19-399 as follows:

- 1) Amend the Project # for the United States Department of Justice Grant from "222" to "222160318".
- 2) Amend the local match for the USDOJ Grant to read as follows:
 - a. "requirements of a local match for the USDOJ Grant of \$299,597 shall be provided by personnel costs (to include salaries and fringe benefits) in the amount of \$251,255 from account 510100.01.31230 and by supplies and equipment cost in the amount of \$48,342 from account 540541.01.31230."

If you have any questions please don't hesitate to contact our office.

Sincerely,

Joseph L. Cecile
1st Deputy Chief of Police
Syracuse Police Department

Syracuse Police Dept.
Public Safety Building
511 S. State Street
Syracuse, N.Y. 13202

Office 315 442 5250
Fax 315 448 5198

www.syracusepolice.org

Ordinance No.

2020

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT FORMAL ADVERTISING OR
COMPETITIVE BID, OF TURNOUT GEAR
REPAIRS FOR THE DEPARTMENT OF FIRE
DURING THE FISCAL YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of turnout gear repairs from Churchville Fire Equipment Corp. (d/b/a Turnout Express) for the Department of Fire during the fiscal year 2020/2021 at a cost not to exceed \$30,000.00 without formal advertising or competitive bidding by reason of the fact that this equipment needs to be properly maintained to ensure the safety of the sworn members of the Syracuse Fire Department and Churchville Fire Equipment Corp. has worked with the Fire Department in the past and is trusted to provide efficient and effective repair and maintenance services at an affordable rate; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said turnout gear repairs at a cost not to exceed \$30,000.00, charging the cost thereof to Fire Department Budget Account #540520.01.34100 or another appropriate account to be designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2021 provided funding from the appropriation authorized by this Ordinance remains available.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 16, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a waiver of competitive bid for the Syracuse Fire Department to pay for turnout gear repairs at Churchville Fire Equipment Corp

Dear Mr. Copanas:

On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid to pay for turnout gear repairs at Churchville Fire Equipment Corp. during the Fiscal Year 2020/2021.

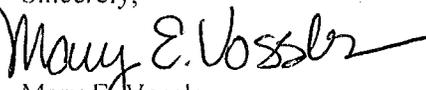
Sworn members of the Syracuse Fire Department are provided personal protective equipment (PPE). This equipment needs to be properly maintained to ensure the safety of the sworn members when responding to emergencies. Churchville Fire Equipment Corp. (dba Turnout Express) has worked with the Fire Department in the past and is trusted to provide efficient and effective repair and maintenance services at an affordable rate.

The financial expenditures for these repairs are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2020/2021 Account #540520.01.34100. The total expenditures for this purpose through June 30, 2021 shall not exceed \$30,000.

Thank you.

Sincerely,

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


Mary E. Vossler
Director of Budget

Office 315 448-8252
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SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

May 1, 2020

Michael J. Monds
Chief of Fire

Steven P. Evans
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
Jeffrey Kite
John Kane

Mary E. Vossler CPA
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Ms. Vossler,

I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to pay for turnout gear repairs at Churchville Fire Equipment Corp. during Fiscal Year 2020/2021.

Sworn members of the Syracuse Fire Department are provided personal protective equipment (PPE). This equipment needs to be properly maintained to ensure the safety of the sworn members when responding to emergencies. Churchville Fire Equipment Corp. (dba Turnout Express) has worked with the Fire Department in the past and is trusted to provide efficient and effective repair and maintenance services at an affordable rate.

The financial expenditures for these repairs are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2020/2021 Account #540520.01.34100. The total expenditures for this purpose through June 30, 2021 shall not exceed \$30,000.

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.

Respectfully,
Michael J. Monds

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

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Ordinance No.

2020

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF MSA SELF-CONTAINED
BREATHING APPARATUS (SCBA) EQUIPMENT
AND REPAIR SERVICES FOR THE
DEPARTMENT OF FIRE DURING THE FISCAL
YEAR 2020/2021**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of MSA Self-Contained Breathing Apparatus (SCBA) equipment and repair services from Jerome Fire Equipment for the Department of Fire during the fiscal year 2020/2021 at a total cost not to exceed \$100,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item and services because Jerome Fire is the sole dealer and distributor and service center for MSA in the CNY area and the equipment and service must be compatible with the equipment in use by Fire Department personnel to maintain the required certification; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said MSA Self-Contained Breathing Apparatus (SCBA) equipment and repair services at a total cost not to exceed \$100,000.00, charging the cost for the purchase of parts to Operational Budget Account #540542.01.34100 and charging the cost for the repair services to Operational Budget Account #540552.01.34100; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2021 provided funding from the appropriations authorized by this Ordinance remains available.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 16, 2020

Mary E. Vossler
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bid Request for MSA Self-Contained Breathing Apparatus

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next scheduled Common Council meeting authorizing the purchase of MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services without formal advertising and competitive bidding, from Jerome Fire Equipment, for the Department of Fire during Fiscal Year 2020/2021.

Jerome Fire is the sole dealer and authorized distributor & service center for MSA in the Central New York area. The SCBA parts must be from the same manufacturer, MSA. Similarly, repair services must be performed by an authorized dealer to maintain the required certification to ensure the integrity of the apparatus and the safety of the personnel.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's Fiscal Year 2020/2021 Operational Account #540542 01 34100. The financial expenditure for the service agreement is budgeted for and will be charged to the Fire Department's Fiscal Year 2020/2021 Operational Account #540552 01 34100. The total expenditures for this purpose through June 30, 2021, shall not exceed \$100,000.00.

Thank you.

Sincerely,

Mary E. Vossler
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

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SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

May 1, 2020

Michael J. Monds
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Jeffrey Kite
John Kane

Mary E. Vossler CPA
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Ms. Vossler,

I hereby request for legislation granting authorization of the Syracuse Fire Department to utilize Jerome Fire Equipment for the purchase of MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services, without competitive bidding during the Fiscal Year 2020/2021.

Jerome Fire is the sole dealer and Authorized Distributor & Service Center for MSA in the Central New York area. The SCBA parts must be from the same manufacturer, MSA. Similarly, repair services must be performed by an authorized dealer to maintain the required certification to ensure integrity of the apparatus and the safety of our personnel.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's fiscal year 2020/2021 operational account #540542.01.34100. The financial expenditure for the service agreement is budgeted for and will be charged to the Fire Department's fiscal year 2020/2021 operational account #540552.01.34100. The total expenditures for this purpose from July 1, 2020 through June 30, 2021, shall not exceed \$100,000.00.

Respectfully,
Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
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**ORDINANCE AUTHORIZING THE APPROVAL
OF A SEQRA FINDINGS STATEMENT FOR
THE PROPOSED SYRACUSE LEAD
ABATEMENT AND CONTROL ORDINANCE
PURSUANT TO THE STATE
ENVIRONMENTAL QUALITY REVIEW ACT**

WHEREAS, adoption of a proposed Lead Hazard Abatement and Control Ordinance (the ‘Project’) is an Action by the Common Council, subject to the approval of the Mayor; and

WHEREAS, the Common Council on May 20, 2019, by Ordinance No. 230-2019, designated the Common Council of the City of Syracuse to act as Lead Agency relative to the proposed Project; and

WHEREAS, the Common Council on July 29, 2019, by Ordinance No. 479-2019 adopted a Positive Declaration 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”), for the Project; and

WHEREAS, the Common Council on January 27, 2020, by Ordinance No. 50-2020 authorized the issuance of a Draft Generic Environmental Impact Statement (DGEIS) for the proposed Project and the receipt of public comments therefore; and

WHEREAS, the Common Council on May 11, 2020 by Ordinance No, 242-2020 adopted the Final Generic Environmental Impact Statement (FGEIS) relative to the proposed Lead Abatement and Control Ordinance, after receiving and reviewing the public comments in response to the Draft Generic Environmental Impact Statement (DGEIS); and

WHEREAS, the Findings Statement considers the relevant environmental impacts presented in an FGEIS, weighs and balances them with social, economic and other essential considerations, and provides a rationale for the City's decision as Lead Agency and certifies that the SEQRA requirements have been met; and

WHEREAS, the Findings Statement has been prepared in accordance with section 617.11 of 6 NYCRR Part 617, and after the filing of a final FGEIS;

WHEREAS, the Common Council, after approving the FGEIS, now adopts the attached Findings Statement in accordance with the applicable SEQRA regulations;

NOW, THEREFORE,

BE IT ORDAINED, that the Common Council, after considering all of the public comments received to the Draft Generic Environmental Impact Statement (DGEIS); and after reviewing and approving the Final Generic Environmental Impact Statement (FGEIS); now hereby adopts, in accordance with 6 NYCRR Part 617, the SEQRA Findings Statement attached hereto as Exhibit "A".

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized to sign any certification required as to this Findings Statement and the SEQRA process on behalf of the Common Council as Lead Agency and the City of Syracuse; and

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

Exhibit "A"

State Environmental Quality Review

FINDINGS STATEMENT

FOR THE

CITY OF SYRACUSE LEAD ORDINANCE

City of Syracuse, Onondaga County, New York

Adopted by City of Syracuse Common Council: July 13, 2020

Lead Agency: City of Syracuse
201 East Washington Street, Room 312
Syracuse, New York 13202
Contact: Ken Towsley, Director, Division of Code Enforcement
Phone: (315)448-8681

FGEIS Prepared By: C&S Companies
499 Col. Eileen Collins Boulevard
Syracuse, New York 13212
Contact: Bryan A. Bayer
Phone: (315) 455-2000

1.0 INTRODUCTION

This Findings Statement is prepared and issued by the City of Syracuse (hereafter, "City"), acting as Lead Agency relating to the review of the proposed Lead Ordinance, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations promulgated thereunder at 6 NYCRR Part 617 (collectively referred to as "SEQR"). This Findings Statement draws upon the matters set forth in the SEQR record, including the Environmental Impact Statement ("EIS"), consisting of the Draft Environmental Impact Statement ("DGEIS") and the Final Environmental Impact Statement ("FGEIS"), as well as the public comments on the DGEIS received at the public hearing and during the public comment period. The purpose of the EIS was to identify and evaluate the potential significant adverse environmental impacts of the City of Syracuse Proposed Lead Ordinance (hereinafter referred to as "Ordinance").

This document represents the conclusion of the environmental review of the proposed Project by the Lead Agency. In accordance with SEQR, this Findings Statement must:

1. Consider the relevant environmental impacts, facts and conclusions disclosed in the EIS;
2. Weigh and balance relevant environmental impacts with social, economic and other considerations;
3. Provide a rationale for the Lead Agency's decision;
4. Certify that the requirements of SEQR have been met;
5. Certify that consistent with social, economic and other essential considerations, from among the reasonable alternatives available, the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that any such adverse environmental impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions to the decision those mitigative measures that were identified, in the EIS, as practicable.

2.0 DESCRIPTION OF THE PROPOSED ACTION

The City is proposing to amend its municipal property conservation code to provide the identification, reduction and control of hazards due to the presence of deteriorated lead-based paint in/on pre-1978 structures. Specifically, the City is proposing adoption of the Ordinance.

The Ordinance is a Citywide regulation that will require the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 residential structures and on the exterior of pre-1978 nonresidential structures to be identified and correctly addressed. Information regarding the site, proposed action, the project's purpose, need, and benefit, construction and operation, and the anticipated reviews and approvals are provided in both the FGEIS and DGEIS, and summarized below. A copy of the Draft Ordinance can be found in Appendix A of both the FGEIS and DGEIS.

The project site is the City of Syracuse. Founded in 1847, the City of Syracuse is located in Onondaga County in Central New York between Albany and Buffalo. The United States Census data indicates that

the population, as of July 2018, is 142,749¹. The City occupies approximately 25 square miles. It is located along the south end of Onondaga Lake; major waterways noted in the City include the Barge Canal Terminal, Onondaga Creek, Harbor Brook, Ley Creek, and Meadow Brook. The city's neighborhoods are unique, vibrant places to live, with walkable business districts and access to the city's extensive park system and neighborhood schools.

A detailed description of the proposed action is included in Section 2.2 of both the DGEIS and FGEIS. A detailed description of the Project site is included in Section 2.1 of both the DGEIS and FGEIS.

3.0 PROJECT PURPOSE, NEED, AND BENEFIT

The need for a lead ordinance is based on the significant impact that lead exposure has on residents, especially children. Lead is a potent chemical element that can cause major health problems upon exposure. Lead enters the body through inhalation, absorption, and ingestion, all of which can lead to health risks. Upon contact, lead is absorbed into bones, blood, and tissue, where it is temporarily stored and continuously exposes the body to contamination². Contamination can affect almost every organ and system in the human body, with particular risk to the nervous system³. Prolonged exposure to lead allows it to accumulate in the body, leading to the build-up of harmful contamination that can have both short and long-term effects. A person may experience short-term effects of lead contamination when they are exposed to high levels of lead in a small period of time. Short-term effects include fatigue, headaches, memory loss, and tiredness. However, more severe symptoms to extremely high levels can include anemia, weakness, kidney and brain damage, and in some extreme cases, even death⁴. Long-term effects of lead exposure, which take place over the course of several years, can occur at a dosage of as little as 5 µg/dL (US Department of Health and Human Services, 2019), and can cause nausea, depression, constipation, and abdominal pain. More severe effects from prolonged exposure include high blood pressure, heart and kidney disease, and reduced fertility. It is also suspected by the Department of Health and Human Services, Environmental Protection Agency, and International Agency for Research on Cancer that prolonged exposure to lead can be a major cause of cancer. More subtle effects, which often go un-diagnosed as a product of lead-contamination, include cognitive and neurological defects, congenital malformations, and inhibited growth and development⁵.

Children are especially susceptible to lead contamination, particularly children under six years old, because their bodies absorb lead 4-5 times faster than adults, leading to a magnification of contamination effects⁶. The rapid cognitive and physical development of children and infants also increases their risk to lead exposure, and can lead to lifelong harm. Cognitive development can be impeded by lead exposure, leading to the development of neurological conditions such as altered neuromotor and neurosensory

¹ United States Census Bureau. Quick Facts. Syracuse city, New York. Available at <https://www.census.gov/quickfacts/syracusecitynewyork>. Accessed November 5, 2019.

² Gulson, B. L., Mahaffey, K. R., Mizon, K. J., Korsch, M. J., Cameron, M. A., & Vimpani, G. (1995). Contribution of tissue lead to blood lead in adult female subjects based on stable lead isotope methods. *The Journal of laboratory and clinical medicine*, 125(6), 703-712.

³ Center for Disease Control and Prevention. (2018). Lead, Information for workers, health problems caused by lead. *National Institute for Occupational Safety and Health*.

⁴ Center for Disease Control and Prevention. (2018). Lead, Information for workers, health problems caused by lead. *National Institute for Occupational Safety and Health*.

⁵ Goyer, R. A. (1990). Lead toxicity: from overt to subclinical health effects. *Environmental Health Perspectives*.

⁶ World Health Organization. (2019). Lead poisoning and health. *World Health Organization News Room*.

function, hearing loss, and learning and behavioral abnormalities⁷. Physical damages to lead contamination include seizures, comas, immunotoxicity, and in severe cases, death. Unlike lead exposure in adults, which may be reversible, contamination in children often causes permanent damage with lifelong repercussions⁸. The most common damage has been seen at exposures between 5 and 50 µg/dL, however, there is no known threshold to safe lead exposure, as any amount is known to cause serious and permanent harm⁹.

Lead exposure is an extremely serious problem that has affected children living in the City of Syracuse for decades, often with lifelong impacts. Onondaga County is one of 15 counties meeting NYSDOH's criteria to be identified as a "community of concern", with the city of Syracuse containing five "high risk targeted zip codes" serving as the basis for this designation. 87% of all children with EBLL in Onondaga County reside in the City, where nearly all single, two, and three-family structures were built before 1978. Recent studies indicate that 10.4% (498) of tested children under age 6 in the City of Syracuse have an elevated blood lead level (EBLL) greater than or equal to 5 micrograms per deciliter (µg/dL). Lead exposure is clearly having a significant impact on the health and quality of life of Syracuse residents, especially children.

New York State and Onondaga County do have some resources addressing this concern. New York State's policy framework for primary prevention to address lead hazards in housing before children are effected provides limited financial resources. Onondaga County is one of 15 counties meeting NYSDOH's criteria to be identified as a "community of concern", with the city of Syracuse containing five "high risk targeted zip codes" serving as the basis for this designation. Onondaga County's current funding allocation does not support the capacity needed for a health department-driven comprehensive inspection and enforcement approach and relies on the limited enforcement scope outlined in public health law. Yet, the local allocation has benefited the community by supporting increased collaboration between city, county and community-based organization efforts for targeting high risk areas, identifying gaps in enforcement capacity, sharing of parcel level data and more. New York State Department of Health (NYSDOH) requires lead testing for children at ages one and two and provides for educational and environmental interventions for children after they are identified with elevated EBLL; however, this program enacts measures after lead exposure occurs. The City sees a need to control lead hazards before exposure occurs.

The City of Syracuse Proposed Lead Ordinance's main purpose is to reduce the rate of lead exposure in the City by implementing a means of controlling lead hazards before exposure occurs. The City's proposal will amend its municipal property conservation code to provide the identification, reduction and control of hazards due to the presence of deteriorated lead-based paint in/on pre-1978 structures. The Ordinance will require the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 residential structures and on the exterior of pre-1978 nonresidential structures to be identified and correctly addressed.

The lead ordinance will authorize inspection by City of Syracuse personnel associated with Rental Registry and Certificate of Compliance. Housing units are exempt if they are already required to be safe from lead paint hazards under federal law, or an EPA-certified risk assessor deems the unit has no lead-

⁷ World Health Organization. (2019). Lead poisoning and health. *World Health Organization News Room*.

⁸ Center for Disease Control and Prevention. (2020.) Childhood lead poisoning prevention, health effects of lead exposure. U.S. Department of Health & Human Services.

⁹ United States Department of Health and Human Services. (2019). Toxicological profile for lead. *Agency for Toxic Substances and Disease Registry*.

based paint. Building owners are required to obtain a Rental Registry Certificate for each one-family and/or two-family non-owner occupied dwelling rented or leased within the City. As part of the inspection process required for registration, a lead visual assessment will be completed by the Division of Code Enforcement for pre-1978 structures. Rental Registry Certificates expire three years after issuance, and must be renewed. The lead visual assessment will be completed for renewals. The City of Syracuse issues Certificates of Compliance for three-, four-, and five-family rental properties. A lead visual assessment will be connected to issuance of Certificates of Compliance as well. Certificates of Compliance are also issued on a three-year period. Finally, a visual inspection will also occur as a result of a filing of a complaint. The visual assessment includes a review of deteriorated paint and bare soil within the dripline of structures. In designated “high risk” areas, the visual assessments will also include dust wipe sampling.

Property owners will be required to repair areas of documented deteriorated paint and/or bare soil areas and then pass a clearance inspection. All deteriorated paint in pre-1978 housing is assumed to contain lead, unless additional testing at the owner’s expense proves otherwise. Deteriorated paint must be fixed using defined Lead Safe Work Practices.

The means and methods for visual assessment, designation of “high risk” area, and dust wipe clearance requirements will be established by the City, and will evolve as appropriate as a result of future health testing results, unknown data/research findings, budgetary considerations, or other unforeseen matter.

The City of Syracuse proposed Ordinance main objective is to reduce the rate of lead exposure in the City by implementing a means of controlling lead hazards before exposure occurs.

A detailed description of the purpose, need, and benefit is included in Section 2.3 of the DGEIS and Section 2.2 of the FGEIS

4.0 SUMMARY OF THE SEQR PROCESS

On May 31, 2019, the City circulated to potentially interested/involved SEQR agencies Part 1 of a Full Environmental Assessment Form (EAF) and a statement indicating that they intended to serve as Lead Agency for the review of the proposed Ordinance. Following the required 30 day coordinated review period,¹⁰ no agency objected to the City of Syracuse assuming the role of Lead Agency. In addition, the City of Syracuse, as Lead Agency, issued a Positive Declaration (which necessitated the preparation of the DGEIS), and initiated the Public Scoping Process on November 15, 2019.

Thereafter, a DGEIS for the Project was prepared. The DGEIS was accepted as complete on January 27, 2020, and copies of the DGEIS were subsequently delivered to involved / interested agencies, and posted to the City’s website at http://www.syr.gov.net/Neighborhood_and_Business_Development.aspx. A printed copy of the DGEIS was also made available at the Office of the City Clerk and the Department of Neighborhood and Business Development. Opportunities for detailed agency and public review were provided during the DGEIS public comment period (February 5, 2020 through March 5), including public hearings conducted by the Lead Agency on February 12, 2020, at the Common Council Chamber located on the third floor of the Syracuse City Hall.

Following closure of the public comment period, an FGEIS was prepared. Appendix E of the FGEIS contains a copy of all the written comments received during the public comment period for the DGEIS, along with a transcript of the public hearings. The FGEIS includes responses to all comments received on

¹⁰ 6 NYCRR Part 617.6(b)(3)(i).

the DGEIS during the public comment period. The Lead Agency issued the FGEIS for the Project on May 11, 2020. Copies of the FGEIS were delivered to involved/interested agencies and posted to the County's website (http://www.syr.gov.net/Neighborhood_and_Business_Development.aspx). A printed copy of the FGEIS was also made available at the Office of the City Clerk.

All documents identified above were filed, distributed and noticed per the requirements set forth at 6 NYCRR Part 617.12(b)(1), including all involved agencies, and any person that requested a copy. Records of all such notifications are on file with the Office of Corporation Counsel.

5.0 FACTS AND CONCLUSIONS RELIED ON TO SUPPORT THE DECISION

The facts and conclusions set forth in this Findings Statement consider the relevant environmental resources, impacts and mitigation measures disclosed in the EIS; weigh and balance relevant environmental impacts with social, economic, and other considerations; and provide a rationale for the Lead Agency's decisions regarding the Project. The Findings contained herein are based on the full record of the proceedings, submissions and comments that were presented to the Lead Agency and included as part of its administrative record. The facts and conclusions are summarized by topic below. Each section presents by topic area: (1) a summary of potential significant adverse environmental impacts; (2) a description of mitigation measures; and (3) the Lead Agency's Findings.

5.1 Geology, Soils, and Topography

5.1.1 Potential Impacts

No impact to geology, soils, and topography will occur as a result of this Project.

5.1.2 Mitigation Measures

No avoidance or mitigation measures are necessary.

5.1.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to geology, soils, and topography.

5.2 Water Resources

5.2.1 Potential Impacts

No impact to waterways will occur as a result of this project.

5.2.2 Mitigation Measures

No avoidance or mitigation measures are necessary.

5.2.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to water resources.

5.3 Climate and Air Quality

5.3.1 Potential Impacts

No impact to climate and air quality will occur as a result of this project.

5.3.2 Mitigation Measures

No avoidance or mitigation measures are necessary.

5.3.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to climate and air quality.

5.4 Biological, Terrestrial, and Aquatic Ecology

5.4.1 Potential Impacts

No impact to biological, terrestrial, and aquatic ecology will occur as a result of this project.

5.4.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.4.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to biological, terrestrial, and aquatic ecology.

5.5 Aesthetic/Visual Resources

5.4.1 Potential Impacts

No impact to aesthetic/visual resources will occur as a result of this project.

5.4.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.4.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts on visual and aesthetic resources.

5.6 Historic, Cultural, and Archaeological Resources

5.6.1 Existing Conditions

The City of Syracuse features hundreds of historic properties that are listed in the National Register of Historic Places either individually or as part of one of the City's 15 historic districts. In addition, there are hundreds more architectural and cultural resources located in the City that are eligible for listing in the National Register. Because lead mitigation activities may have an adverse impact on historic resources, the City has entered into consultation with the State Historic Preservation Office (SHPO) and the Syracuse Landmark Preservation Board (SLPB) in order to reduce or avoid significant adverse impacts to historic and cultural resources. Consultation and/or correspondence related to historic, cultural, and archaeological resources is included in Appendix C of the FGEIS.

3.6.1.1 Archeological Resources

The SHPO maintains an inventory of archeological sites throughout New York State. According to the SHPO, most sites are found in relatively shallow deposits (1 to 2 feet below grade); however, in some instances natural factors (i.e. sedimentation in floodplains) can bury sites deeper below grade (SHPO,

2019).¹¹ Archeological sites can date to 12,000 years ago. Pre-European range from temporary fishing encampments to permanent villages. Post-European sites include everything from Native American and early European settlements to twentieth century Cold War military installations (SHPO, 2019).¹² These resources provide invaluable information with regard to human history. According to the NYSOPRHP online Cultural Resource Information System (CRIS) database (CRIS, 2019;¹³ Image 1-2), multiple areas within the City are identified as archeologically sensitive.

Remediation activities under both Alternative 1 and 2 may result in the need for soil removal, and/or capping around the dripline of structures to remove/remediate lead contaminated soil. The need for soil disturbance will be based on site-specific conditions. It is not anticipated that large quantities of earthwork will be necessary at each site. Soils within the immediate vicinity of structures would have been disturbed during foundation construction, and therefore, no intact archeological resources would occur in these areas. As such, the proposed project will not result in impacts to archeological resources.

According to the NYSOPRHP online Cultural Resource Information System (CRIS) database, as found at Image 1-1 in the FGEIS, multiple areas within the City are identified as archeologically sensitive.

3.6.1.2 Historic and Architectural Resources

The National Register of Historic Places (NRHP) is reviewed to identify historic properties that are listed in, or have previously been determined eligible for listing in, the NRHP within the City. According to CRIS, there are 111 NRHP-listed properties that occur in the City limits. In addition, a search of the CRIS database indicates that there are hundreds of buildings considered potentially eligible for listing. National Register properties are listed in Table 5 of the FGEIS, while National Register Districts are listed in Table 6 of the FGEIS. The NYSOPRHP online Cultural Resource Information System (CRIS) database, Image 1-2 in the FGEIS, indicates there are multiple historic districts in the City as well. The City has also identified additional significant historical resources within its boundary known as Local Preservation Districts and Local Protected Sites, which can be found in the FGEIS at Sec. 3.1 and Appendix C respectively.

5.6.2 Potential Impacts

No significant impacts to archeological resources will occur; however, the Ordinance has the potential to affect historic structures. The Ordinance does not mandate physical alteration to historic structures; however, physical alterations (i.e. windows, porches, doors) to the exterior and interior of historic structures may occur.

3.6.2.1 Archeological Resources

Remediation activities under both Alternative 1 and 2 may result in the need for soil removal, and/or capping around the dripline of structures to remove/remediate lead contaminated soil. The need for soil disturbance will be based on site-specific conditions. It is not anticipated that large quantities of earthwork will be necessary at each site. Soils within the immediate vicinity of structures would have

¹¹ SHPO, 2019. Parks, Recreation, and Historic Preservation – Public Access. Available at <https://parks.ny.gov/shpo/archeology/>. Accessed November 25, 2019.

¹² SHPO, 2019. Parks, Recreation, and Historic Preservation – Public Access. Available at <https://parks.ny.gov/shpo/archeology/>. Accessed November 25, 2019.

¹³ CRIS, 2019. *Cultural Resource Information System – Public Access*. Available at: <https://cris.parks.ny.gov/Default.aspx>. Accessed November 25, 2019.

been disturbed during foundation construction, and therefore, no intact archeological resources would occur in these areas. As such, the proposed project will not result in impacts to archeological resources.

3.6.2.2 Historical and Architectural Resources

The City of Syracuse has a significant number of historically significant structures and districts. There is the potential for a significant impact on architectural and historic resources as a result of the proposed alternatives. It is assumed that the alternatives will require similar remediation activities, and therefore the potential to impact historic and architectural resources is the same for both alternatives. This is dependent upon future lead mitigation scope of work at the various structures.

The proposed Ordinance addresses lead in residential housing; mandated work on these structures may have an effect upon historic architectural resources of the area. The Ordinance does not mandate physical alteration to historic structures; however, physical alterations (i.e. windows, porches, doors) to the exterior and interior of historic structures may occur.

Determining the specific number or type of property that may be negatively impacted is not feasible. Properties listed or Eligible for Listing on the National Register or on the City's Historic Property List, and properties located within Local Preservation Districts or designated as Local Protected sites will be protected from inappropriate alteration by existing zoning regulations. In addition, the City of Syracuse recognizes the importance of preserving sensitive historic resources. Potential impacts will be evaluated as projects resulting from the Ordinance are identified. Those designated resources requiring further evaluation by the SHPO under either the State or Federal preservation acts will be assessed prior to commencement of lead hazard mitigation.

5.6.3 No Action Alternative

Under the No-Action alternative, no impacts to historic or cultural resources will occur.

5.6.4 Mitigating Measures

No impacts to archeological resources.

With respect to historic resources, determining the specific number or type of property that may be negatively impacted is not feasible. Properties listed or Eligible for Listing on the National Register or on the City's Historic Property List, and properties located within Local Preservation Districts or designated as Local Protected sites will be protected from inappropriate alteration by existing zoning regulations. Potential impacts will be evaluated as projects resulting from the Ordinance are identified. Those designated resources requiring further evaluation by the SHPO under either the State or Federal preservation acts will be assessed prior to commencement of lead hazard mitigation.

The Lead Agency holds that the proposed Ordinance, in combination with existing City and SHPO regulations, incorporates measures to avoid significant impacts to identified historic or archeological resources. Consequently, no mitigation measures regarding these resources are proposed.

5.6.5 Finding

The Lead Agency finds that the Project will have no impact to archeological resources. The Lead Agency finds that the Project incorporates measures to avoid significant impact to identified historic or archeological resources.

5.7 Open Space and Recreation

5.7.1 Potential Impacts

No impact to open space and recreation areas will occur as a result of this project.

5.7.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.7.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to open space and recreation.

5.8 Traffic and Transportation

5.8.1 Potential Impacts

No impact to traffic and transportation will occur as a result of this project.

5.8.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.8.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to traffic and transportation.

5.9 Noise and Odor

5.9.1 Potential Impacts

No impact associated with noise and odor will occur as a result of this project.

5.9.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.9.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts on noise and odor.

5.10 Documented Environmental Conditions

5.10.1 Potential Impacts

No impact associated with documented environmental conditions will occur as a result of this project.

5.10.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.10.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to existing environmental conditions.

5.11 Public Health and Safety

5.11.1 Background Information

Human health implications are at the forefront of this proposal. The Ordinance's main objective is to improve health within the City as it pertains to lead hazards. Lead remediation activities, however, could result in an increase in potential lead exposure if not performed adequately. Ineffective lead remediation could potentially create an inadvertent release of lead contaminated dust into the air, spreading lead contaminated dust to other areas of a structure as a result of improper cleaning, or creating fumes containing lead.

The Ordinance must consider the following: protect renters from lead hazards, including during remediation activities; and how to create safe work practices for lead-based paint disturbance.

A detailed description of public health and safety concerns relating to fire protection, police protection, emergency services, and environmental conditions can be found in Sections 3.2.2 – 3.2.5 of the FGEIS.

5.11.2 Potential Impacts

The Ordinance's main objective is to reduce the rate of lead exposure in the City given the significant impact that lead exposure has on residents, especially children. The City of Rochester implemented a similar rule in 2006. In November of 2008, the City issued a summary of the ordinance's effect entitled *An Evaluation of the City of Rochester's Lead Law: 2006-2008* prepared by the Center for Governmental Research (CGR) dated November 2008 (hereinafter referred to as "CGR Report"). According to the City of Rochester, from 2006 to 2008 the proportion of children under the age of six that had elevated blood levels dropped by 2.5% as compared to those numbers two years prior to implementation¹⁴. The implementation of the Ordinance will require property owners remediate lead hazards that will result in significant benefits in the long term.

Lead remediation activities could result in an increase in potential lead exposure if not performed according to safety standards. Ineffective lead remediation could potentially create an inadvertent release of lead contaminated dust into the air, spreading lead contaminated dust to other areas of a structure as a result of improper cleaning, or creating fumes containing lead. Use of lead safe work practices, appropriate lead hazard control methods, and proper maintenance will reduce the likelihood that lead remediation activities will create unnecessary exposure. Under Alternative 1, lead wipe sampling will occur in those areas defined as "high risk". Lead dust wipe sampling is a more comprehensive inspection as compared to visual inspection alone. Dust wipe sampling can identify small particles of lead contaminated dust not visible to the naked eye. A person with normal eyesight cannot detect individual dust particles smaller than 50 micrometers (μm) in diameter.¹⁵ Data indicate that a significant percentage of the dust generated during lead hazard control work is smaller than 50 μm .¹⁶ Clearance using dust wipes provides a more definitive conclusion that the hazard has been removed, and therefore Alternative 1 provides a more comprehensive plan for reducing lead exposure as compared to Alternative 2.

5.11.2.1 Lead Safe Work Practices

¹⁴ Boyce et. al. Center for Governmental Research. *An Evaluation of the City of Rochester's Lead Law: 2006-2008*. Dated November 2008. 75 pages.

¹⁵ Olishifsky, 1983. Olishifsky, J. *Fundamentals of Industrial Hygiene*, National Safety Council, Chicago, Illinois.

¹⁶ Mamane, 1994. Mamane, Y., R. Willis, R. Stevens, R. Miller, and K. Blume, "Scanning Electron Microscopy/X-Ray Fluorescence Characterization of Post Abatement Dust," *Lead in Paint, Soil and Dust: Health Risks, Exposure Studies, Control Measures, Measurement Methods, and Quality Assurance*, ASTM STP 1226, eds.

Contractors doing work for compensation in homes or child-occupied facilities built before 1978 must be certified and follow established work practices. Lead hazard removal must be completed consistent with Lead Work Safe Practices. Lead Work Safe Practices are described in the Code of Federal Regulation (CFR) Title 40: Protection of Environment, Part 745 – Lead-based Paint Poisoning Prevention in Certain Residential Structures. This ensures renovations are performed by certified firms and personnel. Appropriate work practices also include warning signs and work area containment, and restriction of certain construction methods (e.g., high heat gun, torch, power sanding, etc.). In addition, there are requirements for the appropriate waste handling, cleaning, and post-renovation cleaning verification. Consistency with 40 CFR 745 will reduce the potential for release of lead containing materials during lead remediation activities.

5.11.2.2 Lead Hazard Controls

The following methods will be used as lead hazard controls.

Lead Hazard Reduction includes several options, including: abatement methods performed by EPA accredited abatement workers supervised by an EPA accredited supervisor; interim controls that temporarily reduce exposure to lead-based paint hazards through repairs, painting, maintenance, special cleaning, occupant-protection measures, clearance, and education programs; standard treatments conducted in lieu of a risk assessment and interim controls including paint stabilization, creating smooth and cleanable horizontal surfaces, correcting dust-generating conditions, and remediating bare residential soil; and interim control maintenance activities that must be undertaken to avoid creating new lead hazards. A detailed description of all Lead Hazard Reduction techniques can be found in Section 3.2.6.2.1 of the FGEIS.

Additionally, most remediation activities will fall under the EPA's Lead Renovation, Repair, and Painting Program Rule (RRP). RRP requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 have their firm certified by EPA (or an EPA authorized state), use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices.

5.11.2.3 Clearance Inspection

Failed inspections and subsequent violations can only be removed by one of the following methods:

- Certification by a lead-based paint inspector or risk assessor that the property has been determined through a lead-based paint inspection conducted in accordance with the federal regulations at 40 CFR 745.227(b) not to contain lead-based paint.
- Certification by a lead-based paint inspector or risk assessor that all cited violations have been abated, or interim controls implemented, and clearance has been achieved. In addition, the property must be re-inspected pursuant to those standards since the deteriorated paint or dust-lead hazard violation was last cited, including a full visual assessment.
- Where exterior deteriorated paint violations, including deteriorated paint violations on an open porch, and/or bare soil violations are cited, or where interior deteriorated paint violations are cited in a common area, as per the definition of a "dwelling unit," clearance may be established through a visual assessment by a City inspector after reduction measures have been implemented.

3.11.3 No Action Alternative

Human health implications are at the forefront of this proposal; the Ordinance's main objective is to improve health within the City as it pertains to lead hazards. Under the No-Action alternative, no improvement to the existing problem would be observed.

5.11.4 Mitigating Measures

The Ordinance's main objective is to reduce the rate of lead exposure in the City given the significant impact that it has on residents, especially children. Impacts that could arise during remediation activities will be avoided by implementation of lead safe work practices. Appropriate remediation based upon requirements established by the EPA will ensure the effectiveness of remediating lead hazards.

Additionally, the City is mitigating these potential impacts by identifying clearance examination standards for determining success or failure of controls and/or remediation work. The City has clearly defined what constitutes abatement. Impacts that could arise during remediation activities will be avoided by implementation of lead safe work practices and requiring interim controls. Use of lead safe work practices, appropriate lead hazard control methods, and proper maintenance will reduce the likelihood that lead remediation activities will create unnecessary exposure. Clearance using dust wipes provides a more definitive conclusion that the hazard has been removed. Consistency with 40 CFR 745 will reduce the potential for release of lead containing materials during lead remediation activities. Appropriate remediation based upon requirements established by the EPA will ensure the effectiveness of remediating lead hazards. As such, no additional mitigation measures are necessary. As such, no additional mitigation measures are necessary.

A detailed description of potential impacts and mitigating measures concerning public health and safety is included in Section 3.2 of the FGEIS.

5.11.5 Finding

The Lead Agency finds that potential adverse impacts to public health and safety will be avoided or minimized to the maximum extent practicable through the incorporation and implementation of the mitigation measures outlined above, and any remaining impacts will not be significant.

5.12 Land Use and Zoning

5.12.1 Potential Impacts

No impact to land use and zoning will occur as a result of this project.

5.12.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.12.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts on land use and zoning.

5.13 Growth and Community Character

5.13.1 Existing Conditions

The Ordinance involves amending the municipal property conservation code to provide for the identification, reduction and control of hazards due to the presence of deteriorated lead-based paint in/on pre-1978 structures. As such, the proposed action will impact pre-1978 structures and associated land uses adjacent to such properties. There are potential economic implications associated with introduction of

necessary maintenance and repair requirements that could result in adverse impacts. Items for consideration include, but are not limited to, the following:

- Property types effected
- Tenant protections including how occupants will be protected against retaliatory eviction
- Disclosure and other requirements upon property transfer
- The potential for housing abandonment associated with cost of remediation activities

Additional economic items to consider with regard to the no-build scenario include:

- Loss of future income of affected families and individuals
- Increased health care costs
- Need for special education
- Increase burden on the criminal justice system
- Cost to New York State for lead poisoning intervention efforts
- Increased need for/cost of litigation or legal counsel

5.13.2 Potential Impacts

The lead ordinance will authorize inspection by City of Syracuse personnel associated with Rental Registry and Certificate of Compliance. Building owners are required to obtain a Rental Registry Certificate for each one-family and/or two-family non-owner occupied dwelling rented or leased within the City. The City of Syracuse issues Certificates of Compliance for three, four, and five-family rental properties. Visual inspections will also occur as a result of a filing of a complaint. As such, the Ordinance will involve one- to five-family rental properties built prior to 1978. The structures affected are consistent in both Alternative 1 and Alternative 2.

Table 7 in the FGEIS provides a summary of structures anticipated to be affected by the Ordinance.

5.13.2.1 Property Transfer and Notifications

Under federal regulations, landlords must give prospective tenants of buildings built before 1978 the following information:

- An EPA-approved information pamphlet on identifying and controlling lead-based paint hazards.
- Any known information concerning lead-based paint or lead-based paint hazards pertaining to the building.
- For multi-unit buildings this requirement includes records and reports concerning common areas and other units when such information was obtained as a result of a building-wide evaluation.

- A lead disclosure attachment to the lease, or language inserted in the lease, that includes a "Lead Warning Statement" and confirms that you have complied with all notification requirements.

In addition, real estate agents have additional requirements under federal regulations. These include the following:

- Inform the seller of his or her obligations under the Real Estate Notification and Disclosure Rule. In addition, the agent is responsible if the seller or lessor fails to comply; unless the failure involves specific lead-based paint or lead-based paint hazard information that the seller or lessor did not disclose to the agent.
- Provide, as part of the contract process, an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards. Attach to contract, or insert language in the contract, a "Lead Warning Statement" and confirmation that you have complied with all notification requirements.
- Provide a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.

Finally, the City will maintain a database, accessible to the public, of all residential properties where lead hazards have been identified, reduced and controlled with funds received by the City from the United States Department of Housing and Urban Development. The City shall further maintain a database of all residential properties granted a certificate of occupancy. These databases will be available to "walk-in" inspection by the public. Freedom of Information request will not be required to review this database.

The property transfer requirements are consistent for both Alternatives.

5.13.2.2 Landlord and Property Management Business Economic Considerations

Potential adverse impacts associated with the Ordinance include the potential loss of landlord income. If the implementation of the Ordinance results in a cost too high, properties will either be sold or abandoned. This will negatively affect business and personal income related to property owners and people in the property management business. Estimating specific economic impacts with respect to the number of potential property sales and abandonment that would occur would be speculative, as it will be the property owner's perspective as to how lead mitigation will occur.¹⁷ As discussed in the FGEIS at Section 3.3.2.2, the City of Rochester implemented similar legislation in 2006. The CGR Report found that approximately one-third of landlords that responded to a survey did not incur any costs associated with lead violations.¹⁸ The average cost for repairs associated with lead mitigation for those landlords that did observe costs was approximately \$2,618 in the first year of implementation; a little more than half (56%) of those landlords incurred costs less than \$1,000.¹⁹ The majority of the repairs were associated with repairing or repainting windows, while the majority of the more expensive methods involved

¹⁷ Ecology and Environment. Final Generic Environmental Impact Statement to Assess Lead Poisoning Prevention Ordinance Alternatives for the City of Rochester, New York. 2005. 359 Pages.

¹⁸ Boyce et. al. Center for Governmental Research. An Evaluation of the City of Rochester's Lead Law: 2006-2008. Dated November 2008. 75 pages.

¹⁹ Boyce et. al. Center for Governmental Research. An Evaluation of the City of Rochester's Lead Law: 2006-2008. Dated November 2008. 75 pages.

window replacements.²⁰ In addition, the CGR report indicates that some property owners received grant-funded reimbursements for lead mitigation costs. It should also be noted that in those instances where significant repairs are made (i.e. window replacement), landlords may observe an increase in property value.

There is a threat of potential abandonment of properties due to the additional costs that will be incurred by property owners. These costs will impact the City's receipt and use of tax revenue.

Both Alternative 1 and Alternative 2 will result in the identification of lead hazards that will lead to building owner costs associated with mitigation. Alternative 1 includes dust wipe sampling as part of clearance protocols. Dust wipe sampling is a more comprehensive clearance test as compared to visual inspection, and it is assumed that use of dust wipe sampling will result in a higher rate of hazard identification and subsequent mitigation. As such, Alternative 1 may result in higher costs to local property management and businesses as compared to Alternative 2.

5.13.2.3 Tenant Protection

The potential for retaliation from landlords to tenants as a result of this Ordinance exists. As such, the City will adopt legislation to prevent this occurrence. Specifically, it will be unlawful for an owner to take any retaliatory action toward a tenant who reports a suspected lead-based paint hazard to the owner or to the City. Retaliatory actions include but are not limited to any actions that materially alter the terms of the tenancy (including rent increases and nonrenewals) or interfere with the occupants' use of the property. Tenant protection would be provided for both Alternatives 1 and 2.

5.13.2.4 Positive Economic Considerations

Potential positive economic considerations include employment related to inspections, an increase in demand for lead sampling and analysis, and retail spending on home improvement projects. There will be an increased demand for work done by certified EPA lead evaluation firms. There are approximately 19 lead-based paint evaluation firms in the local Syracuse area. These firms will gain more business from implementation of the Ordinance.

The Ordinance will allow property owners to either perform the work themselves or use general contractors to perform the work unless abatement is performed. Abatement activities require certified contractors to perform this work. In addition to increased demand for certified lead evaluation contractors, there will also be additional work for laboratories to analyze dust and soil samples.

Another positive economic impact resulting from the implementation of the Ordinance would be additional spending in the local retail market for home improvement supplies. This includes paint and other interim control supplies, replacement windows, and supplies to renovate porches, stairs and flooring. This economic impact is directly proportional to the number of property owners that will perform lead remediation activities.

Both Alternative 1 and Alternative 2 will result in the identification of lead hazards that will lead to building owner costs associated with mitigation. Alternative 1 includes dust wipe sampling as part of clearance protocols. Dust wipe sampling is a more comprehensive clearance test as compared to visual inspection, and it is assumed that use of dust wipe sampling will result in a higher rate of hazard

²⁰ Boyce et. al. Center for Governmental Research. An Evaluation of the City of Rochester's Lead Law: 2006-2008. Dated November 2008. 75 pages.

identification and subsequent mitigation. As such, Alternative 1 may result benefit lead sampling and analysis firms, and home improvement centers as compared to Alternative 2.

5.13.3 No-Action Alternative

There would be no direct or measurable significant impacts to the economy, employment or income under the No Action Alternative. However, studies have hypothesized that not addressing lead poisoning in children results in economic impacts. Potential economic issues that may arise as a result of continued lead poisoning as described in *Long-term costs of lead poisoning: How much can New York save by stopping lead?* include the following:

- Lost future income – Medical research suggests a strong relationship between elevated blood levels and a lowered IQ. Lower IQ is subsequently linked to reduced income earned over a person's lifetime.
- Health care costs - The cost of lead treatment for severely poisoned children (including monitoring and follow on treatment of the child).
- Special education – Research supports the link between childhood lead poisoning and lowered IQ. This contributes to children's need for special education.
- Criminal justice -The potential link between lead poisoning and delinquent behavior and violent crime would result in costs related to criminal activity including prosecution, incarceration, etc.
- State cost for lead poisoning prevention – New York State subsidizes costs relative to education, prevention, and response to childhood lead poisoning.
- Legal liability- The potential cost of litigation brought forth against municipalities.²¹

In the *Long-term costs of lead poisoning: How much can New York save by stopping lead?*, Korfmacher provides a summary of potential economic benefits to the State by eliminating lead poisoning, and potential increase in earnings exceeds 700 million dollars where costs savings exceed 30 million annually²². Some cost savings are unable to be quantified. The City of Syracuse is not studied as part of this research; however, it is reasonable to conclude that the local economy could be effected proportionately.

5.13.4 Mitigating Measures

Potential mitigation measures that would serve to reduce the burden on property owners include such measures as making federal, state, and local funds available for lead-hazard control measures, aiding in the application for grant money to perform work, and providing additional guidance on the best ways to identify and control potential lead hazards.

Onondaga County Health Department provides information relative to grants and loans for home repair at <http://www.ongov.net/health/lead/financialassistance.html>. Onondaga County Community Development

²¹ Kormacher, Katrina Smith, PhD. Long-term costs of lead poisoning: How much can New York save by stopping lead?. July 9, 2003. 11 pages.

²² Kormacher, Katrina Smith, PhD. Long-term costs of lead poisoning: How much can New York save by stopping lead?. July 9, 2003. 11 pages.

administers the Lead Hazard Reduction Program (LHG). The LHG is a program to reduce lead paint hazards in privately owned, residential structures in Onondaga County.

Onondaga County Health Department also provides information relative to guidance to control and identify lead hazards at the Lead Poisoning Prevention Program website at <http://www.ongov.net/health/lead/>.

5.13.5 Finding

The Lead Agency finds that the Project will have a beneficial impact on Growth and Community Character.

5.14 Community Facilities and Services

5.14.1 Potential Impact

No impact to community facilities and services will occur as a result of this project.

5.14.2 Mitigating Measures

No avoidance or mitigation measures are necessary.

5.14.3 Finding

The Lead Agency finds that the Project will not have significant adverse impacts to community facilities and services.

6.0 ALTERNATIVES TO THE PROPOSED ACTION

Section 6 of the FGEIS includes a description and evaluation of the potential alternatives for the proposed Ordinance. Alternatives to be considered will include an alternative that establishes a lead ordinance with a designated "high risk" area, and an alternative that establishes a lead ordinance without the designated "high risk" area. Additionally, as required by SEQRA, the No Action Alternative was considered in addition to the other alternatives. As seen in Table 8, the No-Action alternative was carried forward during the review to serve as a control to help evaluate the potential effects of the other alternatives.

Alternatives were evaluated for their potential to mitigate impacts and for their ability to meet the goals of the City of Syracuse. As stated in Section 2 of the FGEIS, the goal of the Ordinance is to reduce the rate of lead exposure in the City. The need for a lead ordinance is based on the significant impact that lead exposure has on residents, especially children.

6.1 Alternative 1

Establish a lead ordinance that requires that the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 residential structures and on the exterior of pre-1978 nonresidential structures be identified and be correctly addressed by reducing and controlling lead-based paint hazards which may be present, in order to prevent human exposure to such hazards. The Ordinance will require inspections for lead paint hazards as part of the City's current inspection processes associated with rental units. Included in this alternative are the following components:

- Inspections for lead paint hazards will occur during the time for a City housing inspection triggered by a new or renewal certificate of compliance pursuant to Section 27-15 of the Property Conservation Code of the City of Syracuse, an application for a rental registry certificate pursuant

to Section 27-131 of the Property Conservation Code of the City of Syracuse, or based upon the filing of a complaint. The inspection shall include a visual assessment for deteriorated paint and bare soil violations.

- Housing units will be exempt if they are already required to be safe from lead paint hazards under Federal law, or an Environmental Protection Agency (EPA) certified risk assessor deems the unit has no lead-based paint.
- The lead ordinance will assume the presence of lead-based paint in all properties built before 1978.
- Property owners will be required to repair areas of documented deteriorated paint and then pass a clearance inspection.
- Authorization of City officials to identify a “high risk” area. High risk areas will be based a number of factors including, but not limited to, Onondaga County Health Department inspections, and elevated lead blood-levels observed during New York State mandated testing. High-risk areas are subject to additional inspection and clearance requirements as compared to areas outside this designated area.
- Establish that all inspections, including those performed as part of an application for rental certificate or based on a complaint, should include a visual assessment for deteriorated paint and bare soil violations. If no interior deteriorated paint violations are identified during the visual assessment and the property is in the high-risk area, a dust-wipe sample must be taken to determine whether a lead-dust hazard exists.
- The Ordinance will detail procedures for how dust-wipe samples will be taken, establish standards for clearance examination by a third-party and associated reporting, and allow for city officials to undertake an audit of clearance examinations at the discretion of the Director of Code Enforcement.
- Establish violation standards and penalties.

6.2 Alternative 2

Establish a lead ordinance that requires that the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 residential structures and on the exterior of pre-1978 nonresidential structures be identified and be correctly addressed by reducing and controlling lead-based paint hazards which may be present, in order to prevent human exposure to such hazards. The Ordinance will require inspections for lead paint hazards as part of the City’s current rental unit inspection processes. As compared to Alternative #1, this alternative excludes designation of a ‘high risk’ area and subsequent dust-wipe sample clearance protocols. Included in this alternative are the following components:

- Inspections for lead paint hazards will occur during the time for a City housing inspection triggered by a new or renewal certificate of compliance pursuant to Section 27-15 of the Property Conservation Code of the City of Syracuse, an application for a rental registry certificate pursuant to Section 27-131 of the Property Conservation Code of the City of Syracuse, or based upon the

filing of a complaint. The inspection shall include a visual assessment for deteriorated paint and bare soil violations.

- Housing units will be exempt if they are already required to be safe from lead paint hazards under Federal law, or an EPA certified risk assessor deems that the unit has no lead-based paint.
- The lead ordinance will assume the presence of lead-based paint in all properties built before 1978.
- Property owners will be required to repair areas of documented deteriorated paint and then pass a clearance inspection.
- Establish that all inspections, including those performed as part of an application for rental certificate or based on a complaint, should include a visual assessment for deteriorated paint and bare soil violations.
- The Ordinance will establish standards for clearance examination by a third-party and associated reporting, and allow for city officials to undertake an audit of clearance examinations at the discretion of the Director of Code Enforcement.
- Establish violation standards and penalties.

6.3 No Action Alternative

Under this alternative, the pre-existing conditions would generally be maintained. The desired goal of reducing lead poisoning rates in the City would not be observed. There would be no direct or measurable significant impacts to the economy, employment or income under the No Action Alternative. However, studies have hypothesized that not addressing lead poisoning in children results in economic impacts. Potential economic issues that may arise as a result of continued lead poisoning as described in *Long-term costs of lead poisoning: How much can New York save by stopping lead?* include the following:

- Lost future income – Medical research suggests a strong relationship between elevated blood levels and a lowered IQ. Lower IQ is subsequently linked to reduced income earned over a person's lifetime.
- Health care costs - The cost of lead poisoning treatment for severely poisoned children (including monitoring and follow on treatment of the child).
- Special education – Research supports the link between childhood lead poisoning and lowered IQ. This contributes to children's need for special education.
- Criminal justice -The potential link between lead poisoning and delinquent behavior and violent crime would result in costs related to criminal activity including prosecution, incarceration, etc.
- State cost for lead poisoning prevention – New York State subsidizes costs relative to education, prevention, and response to childhood lead poisoning.

- Legal liability- The potential cost of litigation brought forth against municipalities.²³

In *Long-term costs of lead poisoning: How much can New York save by stopping lead?*, Korfmacher provides a summary of potential economic benefits to the State by eliminating lead poisoning, and potential increase in earnings exceeds 700 million dollars where costs savings exceed 30 million annually.²⁴ Some cost savings are unable to be quantified. The City of Syracuse is not studied as part of this research; however, it is reasonable to conclude that the local economy could be effected proportionately.

Under Alternative 1, the Ordinance would be established consistent with the City's goal to reduce the rate of lead exposure in the City. This Alternative defines methods to control lead hazards before they result in EBLL. It provides protection to the public during lead mitigation activities, and provides protection for tenants against retaliation associated with submitting lead hazard complaints. Controls are in place to protect historic resources during lead mitigation activities. This alternative also provides a mechanism for focusing efforts in "high risk" areas where both the density of rental properties and EBLL cases are high. Use of dust wipe sampling will occur in these "high risk" areas for clearance testing. Clearance with the use of dust wipe sampling is a more comprehensive analysis. Dust wipe sampling can identify small particles of lead contaminated dust not visible to the naked eye. Clearance using dust wipes provides a more definitive conclusion that the hazard has been removed. The addition of dust wipe sampling increases costs for clearance. Using this method in "high risk" areas is a cost effective approach to meeting the Ordinance's objective. The means and methods for visual assessment, designation of "high risk" area, and dust wipe clearance requirements will be established by the City, and will evolve as appropriate as a result of future health testing results, unknown data/research findings, budgetary considerations, or other unforeseen matters.

Under Alternative 2, the Ordinance would be established consistent with the City's goal to reduce the rate of lead exposure in the City. This Alternative defines methods to control lead hazards before they result in EBLL. It provides protection to the public during lead mitigation activities, and provides protection for tenants against retaliation associated with submitting lead hazard complaints. Controls are in place to protect historic resources during lead mitigation activities. However, this alternative does not provide dust wipe sampling for clearance testing and would rely upon visual assessment alone. Costs associated with this alternative are reduced as compared to Alternative 1. However, the effectiveness of clearance activities in this alternative is reduced. Alternative 1 allows for use of dust wipe sampling, and it also allows for modifications to "high risk" designated areas associated with future health testing results, currently unknown data/research findings, economic considerations, and other unforeseen measures.

As such, Alternative 1 is considered the preferred alternative as it meets the project objective and overall is the most feasible, cost effective, and environmentally sustainable solution.

7.0 CUMULATIVE IMPACTS

In accordance with 6 NYCRR § 617.9(b)(5)(iii)(a), SEQR requires a discussion of cumulative impacts "at a level of detail that reflects the severity of the impacts and the reasonable likelihood of their occurrence." A cumulative impact is an impact on the environment that could result from the incremental impact of the

²³ Korfmacher, Katrina Smith, PhD. *Long-term costs of lead poisoning: How much can New York save by stopping lead?*. July 9, 2003. 11 pages.

²⁴ Korfmacher, Katrina Smith, PhD. *Long-term costs of lead poisoning: How much can New York save by stopping lead?*. July 9, 2003. 11 pages.

proposed action when added to other past, present or reasonably foreseeable future actions. Cumulative impacts can result from individually minor, but collectively significant actions that take place over time.

One such example of a cumulative impact would be the combination of one of these ordinances and any future ordinances, directly related to the city building code, which would affect the property owners and the housing stock of the city. The impacts are anticipated to be minimal since the need for any future ordinances relating to lead-based paint is not expected. The City currently has no ordinances similar to the proposed.

The proposed ordinance would also work to further the City and Onondaga County's many initiatives and programs that are working to eliminate childhood EBLL. The impact the proposed ordinance will have on these programs is expected to be beneficial to the community.

In summary, the Ordinance, when combined with other foreseeable actions, is not anticipated to result in cumulative impacts.

8.0 CERTIFICATION OF FINDINGS

The City of Syracuse, as Lead Agency for the environmental review of this action, pursuant to 6 NYCRR Part 617.11(d), having reviewed and accepted the Project DGEIS and FGEIS, and having considered the preceding written facts and conclusions, hereby certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;
2. Consistent with social, economic, and other essential considerations, from among the reasonable range of alternatives available, the proposed action is one that minimizes or avoids adverse environmental effects to the maximum extent practicable, including the effects disclosed in the EIS; and
3. Consistent with social, economic, and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the environmental impact process will be minimized or avoided by incorporating those mitigation measures that were identified as practicable.

Signature of Responsible Official

Name of Responsible Official

Title of Responsible Official

Date

Name of Agency

GENERAL ORDINANCE CREATING A NEW CHAPTER 54 OF THE REVISED GENERAL ORDINANCES OF THE CITY OF SYRACUSE, AS AMENDED, TO BE ENTITLED LEAD ABATEMENT AND CONTROL

BE IT ORDAINED, that the Revised General Ordinances of the City of Syracuse, as amended, are hereby further amended to add a new Chapter 54 to be entitled Lead Abatement and Control; and

BE IT FURTHER ORDAINED, that Chapter 54 of the Revised General Ordinances of the City of Syracuse, as amended, shall read as follows:

Chapter 54. Lead Abatement and Control

Section 54-1. Policy and Intent.

It is the policy of the City of Syracuse to help prevent the poisoning of its residents by requiring that the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 residential structures and on the exterior of pre-1978 nonresidential structures be identified and be correctly addressed by reducing and controlling lead-based paint hazards which may be present, in order to prevent human exposure to such hazards.

Section 54-2. Legislative findings.

- A. Lead poisoning poses a serious public health threat to children and adults in the City of Syracuse.
- B. Younger children are particularly susceptible to the hazards of lead-based paint since their bodies are still developing. Fetuses are also vulnerable to the effects of lead-based paint because pregnant women can transfer lead to their fetuses, which can result in adverse developmental effects.
- C. A small amount of lead can cause elevated blood lead levels resulting in serious and irreversible developmental damage, particularly in children under the age of six years.
- D. Exposure to lead hazards from deteriorated lead-based paint is a primary cause of elevated blood lead levels in humans.

- E. Structures built before 1978 are the most likely to contain lead-based paint hazards.
- F. Residential properties are more likely than are nonresidential properties to be a source of exposure to lead-based paint hazards by children.
- G. Children living in older, poorly maintained homes are disproportionately at risk for lead-based paint hazards.
- H. The exposure to lead-based paint hazards in the City of Syracuse is most common, and presents the most serious risk, to young children residing in rental housing built before 1978.
- I. It is essential to the overall public health of persons in the City of Syracuse, and particularly for children younger than six years of age, that they be protected from exposure to lead-based paint hazards.

Section 54-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ABATEMENT – Any set of measures design to permanently eliminate lead-based paint or lead-based paint hazards. (See definition of “permanent”). “Abatement” includes:

- A. The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and
- B. All preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures.

CERTIFIED – Licensed or certified to perform such activities as risk assessment, lead-based paint inspection, lead dust wipe tests or abatement supervision by the United States Environmental Protection Agency (EPA) in accordance with 40 CFR Part 745, Subpart L. Any individual who has been licensed or certified by the EPA will be approved as certified by the City for the purpose of performing such licensed activities, provided that such approvals are subject to suspension or revocation after a finding of non-responsibility by the Director pursuant to §54-8(I).

CERTIFIED LEAD-BASED PAINT INSPECTOR – An individual who has been trained by an accredited training program, as defined by 40 CFR 745.223, and certified by the EPA pursuant to 40 CFR 745.226 to conduct lead-based paint inspections, whose approval to conduct such inspections in the City is not subject to suspension or revocation after a finding of non-responsibility pursuant to §54-8(I). A certified lead-based paint inspector also samples for the presence of lead in dust and soil for the purposes of clearance testing.

CERTIFIED LEAD DUST WIPE TECHNICIAN – An individual who has been trained by an accredited training program, as defined by 40 CFR 745.223, and certified by the EPA pursuant to 40 CFR 745.226 to conduct lead dust wipe tests, whose approval to conduct such dust wipe tests in the City is not subject to suspension or revocation after a finding of non-responsibility pursuant to §54-8(I).

CERTIFIED RISK ASSESSOR – An individual who has been trained by an accredited training program, as defined by 40 CFR 745.223, and certified by the EPA pursuant to 40 CFR 745.226 to conduct risk assessments, whose approval to conduct such risk assessments in the City is not subject to suspension or revocation after a finding of non-responsibility pursuant to §54-8(I). A certified risk assessor also samples for the presence of lead in dust and soil for the purpose of clearance testing.

CHEWABLE SURFACE – An interior or exterior accessible painted surface that a young child can mouth or chew. Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

CLEARANCE EXAMINATION – An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this article, exist in the dwelling unit or worksite.

COMMISSIONER – The Commissioner of the Department of Neighborhood and Business Development for the City of Syracuse.

COMMON AREA – A portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day-care facilities, porches, basements, attics, garages and boundary fences.

COMPONENT – An architectural element of a dwelling unit or common area identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

CONTAINMENT – The physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.

DEPARTMENT – The department of Neighborhood and Business Development of the City of Syracuse.

DETERIORATED PAINT – Any interior or exterior paint or other coating that, through a visual assessment, is found to be peeling, chipping, crazing, flaking, abrading, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is

otherwise damaged or separated from the substrate, or a chewable surface that contains visual signs of chewing.

DIRECTOR – The Director of the Division of Code Enforcement of the Department of Neighborhood and Business Development of the City of Syracuse.

DRIPLINE – The area within three feet surrounding the perimeter of a building.

DRY SANDING – Sanding without moisture and includes both hand and machine sanding.

DUST-LEAD HAZARD – Surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the levels listed in §54-8(D).

DWELLING UNIT –

- A. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation; or
- B. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower; or
- C. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

For the purposes of this definition, a basement or attic that is accessible from inside a dwelling unit is considered to be part of the dwelling unit. Common areas and basements and/or attics that are only accessible through a common area or from the exterior of the property are not considered to be part of the dwelling unit.

ENCAPSULATION – The application of a coating or adhesively bonded material or covering that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent. (See definition of “permanent”).

ENCLOSURE – The use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent. (See definition of “permanent”).

EVALUATION – A risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.

FRICION SURFACE – An interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.

g – The abbreviation for “gram.”

HAZARD REDUCTION – Measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.

HEARING OFFICER – A person designated by the Commissioner of the Department of Neighborhood and Business Development to conduct any hearing required by this section.

HEPA VACUUM – A vacuum cleaner that expels all the air it draws into the machine through a high-efficiency particulate air (HEPA) filter during its final filtration stage. A HEPA filter is capable of removing at least 99.97% of any airborne particles with a size of 0.3 microns (μm). HEPA vacuums must be operated and maintained in accordance with the manufacturer’s instructions.

HIGH-RISK AREAS – With the passage of this Ordinance, the City of Syracuse adopts the high-risk area identified in the Final Generic Environmental Impact Statement for the City of Syracuse Proposed Lead Ordinance as its initial high-risk area. Any amendments to the high-risk area must be identified by the Mayor or the Mayor’s designee, and approved by the Common Council after a public hearing and any applicable environmental review process. Any amendments to the high-risk area shall be based on relevant factors, including, but not limited to, the use of the Neighborhood Revitalization Strategy Area and the County Health Department inspections data in conjunction with its elevated blood-lead level inspections. The determination of such a high-risk area will be data driven with sufficient data to be provided to the Common Council showing that lead levels pose a significant risk to persons living within such an area of the City.

IMPACT SURFACE – An interior or exterior surface that is subject to damage by repeated sudden force, such as certain parts of door frames.

INTERIM CONTROLS – A set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment and specialized cleaning.

LEAD-BASED PAINT – Paint or other surface coatings that contain lead either equal to or exceeding the federal standard found in 40 CFR Subchapter R (“Toxic Substance Control Act”), which, as of the adoption of this Ordinance, defined lead-based paint to be paint or other surface coatings containing lead either equal to or exceeding 1.0 milligram per square centimeter or 0.5% by weight or 5,000 parts per million (ppm) by weight.

LEAD-BASED PAINT HAZARD – Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in

chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

LEAD-BASED PAINT INSPECTION – A surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.

LEAD HAZARD INFORMATION PAMPHLET – The most recent publication of the lead hazard information pamphlet means the pamphlet developed by the EPA, the United States Department of Housing and Urban Development and the Consumer Product Safety Commission pursuant to Section 403 of the Toxic Substances Control Act (15 U.S.C. §2686), entitled “Protect Your Family From Lead in Your Home.”

LEAD DUST SAMPLING TECHNICIAN – An individual who has been trained by an accredited training program, as defined by 40 CFR 745.223, to conduct lead dust wipe tests, whose approval to conduct such dust wipe tests in the City is not subject to suspension or revocation after a finding of non-responsibility pursuant to §54-8(I).

mg – The abbreviation for “milligram” (thousandth of a gram).

OCCUPANT – A person who inhabits a dwelling unit.

OWNER – A person, firm, corporation, nonprofit organization, partnership, government, guardian, conservator, receiver, trustee, executor, or other judicial officer, or other entity which, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. The definition includes a vendee who possesses the title, but does not include a mortgagee or an owner of a reversionary interest under a ground rent lease.

PAINT REMOVAL – A method of abatement that permanently eliminates lead-based paint from surfaces.

PAINTED SURFACE TO BE DISTURBED – A paint surface that is to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create a lead-based paint hazard by generating dust, fumes, or paint chips.

PAINT STABILIZATION – Repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

PAINT TESTING – The process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

PERMANENT – An expected design life of at least 20 years.

PORCH, OPEN – A roofed open structure projecting from the exterior wall of a building and having at least 70% of the total area of the vertical planes forming its perimeter unobstructed in any manner except by insect screening between floor and ceiling.

REDUCTION – Measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.

REHABILITATION – The improvement of an existing structure through alterations, incidental additions or enhancements. Rehabilitation includes repairs necessary to correct the results of deferred maintenance, the replacement of principal fixtures and components, improvements to increase the efficient use of energy, and installation of security devices.

RENOVATION, REPAIR AND PAINTING RULE (RRP) CERTIFICATION – EPA-required certification for all home improvements contractors, property management firms, handymen or others compensated for renovation work that involves window replacement or that disturbs more than six square feet of interior and/or 20 square feet of exterior paint or surface coating in pre-1978 residential housing and child-occupied facilities. This EPA requirement also applies to landlords working on rental properties. The individual must complete training, use safe work practices and verify that the work area is clean after completion of renovations.

REPLACEMENT – A strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.

RESIDENTIAL PROPERTY – A dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

RISK ASSESSMENT –

- A. An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and
- B. The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

TENANT – The individual named as the lessee in a lease, rental agreement or occupancy agreement for a dwelling unit.

ug – the abbreviation for “microgram” (millionth of a gram).

VISUAL ASSESSMENT – A visual examination of all surfaces within the dwelling unit,

including any basement and/or attic as per the definition of a dwelling unit. A visual assessment shall not be considered to be complete if the examining individual is locked out or otherwise prevented from inspecting any room or space within the dwelling unit. For the purpose of determining whether or not a deteriorated paint violation is interior or exterior as it related to windows, in addition to that portion of the window component that faces the interior, all exterior-facing portions of the window component, with the exception of the exterior frame or trim, are considered to be interior.

WET SANDING or WET SCRAPING – A process of removing loose paint in which the painted surface to be sanded or scraped is kept wet to minimize the dispersal of paint chips and airborne dust.

WINDOW TROUGH – The area between the interior window sill (stool) and the storm window frame. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered.

WIPE SAMPLE – A sample collected by wiping a representative surface of known area, as determined by §54-8, with an acceptable wipe material as defined in ASTM E 1792, “Standard Specification for Wipe Sampling Materials for Lead in Surface Dust.”

WORKSITE – An interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one worksite in a dwelling unit or at a residential property.

Section 54-4. Presumptions and obligations.

- A. For purposes of this article, all paint on the interior or exterior of any residential building on which the original construction was completed prior to January 1, 1978, shall be presumed to be lead-based.
- B. For purposes of this article, all paint on the exterior of any nonresidential structure on which the original construction was completed prior to January 1, 1978, shall be presumed to be lead-based.
- C. Any person seeking to rebut these presumptions shall establish through the means set forth in §54-7 that the paint on the building or structure in question is not lead-based paint.
- D. Residential buildings shall be maintained free of lead-based paint hazards.

Section 54-5. Violations.

- A. Deteriorated paint violation. The interior and exterior of any residential building on which the original construction was completed prior to January 1, 1978, and the exterior of any nonresidential structure on which the original construction was

completed prior to January 1, 1978, shall be maintained in a condition such that the paint thereon does not become deteriorated paint, unless the deteriorated paint surfaces total no more than:

- (1) Twenty square feet on exterior surfaces;
- (2) Two square feet in any one interior room or space; or
- (3) Ten percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include windowsills, baseboards, and trim.

For the purpose of determining whether or not a deteriorated paint violation is interior or exterior as it relates to windows, in addition to that portion of the window component that faces the interior, all exterior-facing portions of the window component, with the exception of the exterior frame or trim, are considered to be interior.

- B. Bare soil violation. Bare soil shall not be present within the dripline of any residential building on which the original construction was completed prior to January 1, 1978.
- C. Dust-lead hazard violation. A dust-lead hazard shall be identified and cited in accordance with the procedures set forth in §54-6, Inspection for violations.
- D. Dust sample violation. A dust sample violation shall be cited upon a failure by an owner of a property to timely cause dust samples to be taken and certified test results to be submitted to the Department in accordance with the procedures set forth in §54-6 and 54-8 of this article.

Section 54-6. Inspections for violations.

- (a) All inspections made pursuant to Chapter 27 of the Revised General Ordinances of the City of Syracuse (the Property Conservation Code) , including, but not limited to, inspections performed as part of an application for a certificate of compliance pursuant to Section 27-15 of the Property Conservation Code of the City of Syracuse, an application for a rental registry certificate pursuant to Section 27-131 of the Property Conservation Code of the City of Syracuse, or based upon the filing of a complaint, shall include a visual assessment for deteriorated paint and bare soil violations. With respect to units in structures containing five or fewer units and located in the high-risk area, when the visual assessment identifies no interior deteriorated paint violation, the owner shall cause dust samples to be taken and certified test results to be obtained in accordance with the protocols established in §54-8 to determine whether a dust-lead hazard exists. For the purpose of determining whether or not a deteriorated paint violation is interior or exterior as it relates to windows, in addition to that portion of the

window component that faces the interior, all exterior-facing portions of the window component, with the exception of the exterior frame or trim, are considered to be interior. The owner shall be given 60 days to cause the dust samples to be taken and to submit all certified test results to the Department. If all certified results are not submitted within the specified time, a dust sample violation shall be cited. When a dust-lead hazard is identified and not cleared, a dust-lead hazard violation shall be cited. A certification of clearance as described in §54-8 shall be required in order to clear a dust-lead hazard violation. Any amendments to the high-risk area must be identified by the Mayor or the Mayor's designee, and approved by the Common Council after a public hearing and any applicable environmental review process, shall be based on relevant factors, including, but not limited to, the use of the Neighborhood Revitalization Strategy Area and the County Health Department inspections data in conjunction with its elevated blood-lead level inspections. Where the filing of a complaint leads to an inspection, the inspection shall include the unit which is the focus of the complaint and all common areas.

Section 54-7. Remedy for violations.

- (a) Following a visual assessment which results in the citation of a deteriorated paint violation, the violation may be removed only by one of the following methods:
- A. Certification by a lead-based paint inspector or risk assessor that the property has been determined through a lead-based paint inspection conducted in accordance with the federal regulations at 40 CFR 745.227(b) not to contain lead-based paint.
 - B. Certification by a lead-based paint inspector or risk assessor that all cited violations of §54-5 Violations, have been abated, or interim controls implemented, and clearance has been achieved in accordance with standards found in §54-8; provided, however, that the property has been inspected pursuant to those standards since the deteriorated paint or dust-lead hazard violation was last cited, including a full visual assessment.
 - C. Where exterior deteriorated paint violations, including deteriorated paint violations on an open porch, and/or bare soil violations are cited, or where interior deteriorated paint violations are cited in a common area, as per the definition of a "dwelling unit," clearance may be established through a visual assessment by a City inspector after reduction measures have been implemented.

Section 54-8. Standards for clearance examination and report.

The remedy available through §54-7(B) and the dust sampling required by §54-6 shall require the following certification of clearance standards:

- A. Qualified personnel. Certification of clearance shall be issued by:
 - (1) A certified risk assessor; or

- (2) A certified lead-based paint inspector; or
- (3) In instances of non-abatement clearance only, a lead dust sampling technician may provide a certification of clearance if their report has been approved by a certified risk assessor or certified lead-based paint inspector.

B. Required activities.

- (1) An examination shall include a full visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of a report. Examinations shall be performed in all dwelling units in accordance with this section.
- (2) A full visual assessment of every area of the subject dwelling unit shall be performed to determine if deteriorated paint and/or visible amounts of dust, debris, paint chips or other residue are present. Interior painted surfaces shall be examined for the presence of deteriorated paint. If deteriorated paint and visible dust, debris, paint chips or residue are present, they must be eliminated prior to the continuation of the clearance examination.
- (3) Dust samples shall be wipe samples and shall be taken on floors, excluding open porches, and interior windowsills and window troughs that have a paint history. Dust samples shall be collected and analyzed in accordance with this section.
 - (a) Dust samples shall be taken from each of no more than four rooms. The selection of rooms to be tested, where applicable, shall include no less than one bedroom and the living room. At least one wipe sample shall be taken from a window trough or a windowsill with a paint history, if present, and one from a floor in each room. Where there are less than four rooms, then all rooms shall be sampled.
 - (b) Dust samples shall be collected by persons authorized and/or certified by the EPA as a lead inspector, risk assessor, dust wipe technician, or lead dust sampling technician whose approval to conduct such dust wipe tests in the City is not subject to suspension or revocation after a finding of non-responsibility pursuant to §54-8(I).
 - (c) The method for collecting dust samples shall include:
 - [1] Laying out the sample area by using a template or tape to outline the area;
 - [2] Label each tube with its own identification number to be

recorded on the sample collection form;

[3] For each sample, put on unused, nonlatex, non-sterile, powder-free disposable gloves which, after being properly worn on the hand, are only permitted to come into contact with an unused wipe;

[4] Use an unused wipe to sample the entire area inside the template or tape as follows:

[a] Starting in the upper corner of the sample area, use a side-to-side motion, wiping the entire area, pressing firmly with your fingers;

[b] Fold the wipe sample in half, dirty side in;

[c] With the clean side of the sample and starting at the upper corner, use a top-to-bottom motion, wiping the entire area, pressing firmly with your fingers;

[d] Fold the wipe sample in half again, dirty side in;

[e] With the clean side of the sample, wipe around the entire perimeter, cleaning the corners, fold the sample; and

[f] Place the folded wipe sample in the tube.

[5] Write down the measurements of the sample area on the collection form;

[6] Clean the sampling equipment after each wipe sample is taken;

[7] Forward wipe samples to an authorized laboratory.

(d) Dust samples shall be analyzed by a laboratory recognized by the EPA pursuant to Section 405(b) of TSCA as being capable of performing analysis for lead compounds in dust samples.

C. Report. The clearance examiner shall ensure that an examination report is prepared that provides documentation of the examination.

(1) The report shall include the following information:

(a) The address of the residential property and, if only part of a

multifamily property is affected, the specific dwelling units and common areas affected;

- (b) The date(s) of the examination;
 - (c) The name, address, and signature of each person performing the examination, including their EPA certification number;
 - (d) The results of the visual assessment for the presence of deteriorated paint and visible dust, debris, residue or paint chips;
 - (e) The results of the analysis of dust samples, in ug per square foot, by location of sample; and
 - (f) The name and address of each laboratory that conducted the analysis of the dust samples, including the identification number for each such laboratory recognized by the EPA under Section 405(b) of the Toxic Substances Control Act [15 U.S.C. §2685(b)].
- D. Clearance standards. Where dust sampling is required by §54-6 or where an interior deteriorated paint or dust-lead hazard violation has been cited in a dwelling unit, the following dust-lead standards shall be met before a certificate of compliance may be issued or a violation removed.
- (1) Dust sample results shall be less than the following standard, unless the EPA establishes a more stringent standard in the Toxic Substances Control Act [40 C.F.R. § 745.65], in which case the more stringent standard shall apply:
 - (a) For floors: 10 ug/ft²;
 - (b) For windowsills: 100 ug/ft²; and
 - (c) For window troughs: 100 ug/ft²;
 - (2) Where dust sample results are greater than or equal to the levels set forth in §54-8D(1), additional dust wipe samples shall be taken in the subject areas until all said areas are found to be below the listed thresholds.
- E. Validity of wipe test results. For the purposes of meeting the requirement in §54-6, the results of all successful wipe tests shall be valid for a period of three years, unless a subsequent inspection of the dwelling unit identifies an interior deteriorated paint violation, which would immediately cause the previous wipe tests results to be invalid.
- F. Requirement to avoid conflict of interest regarding clearance inspection. All

examinations shall be performed by persons or entities independent of those performing hazard reduction or maintenance activities.

- G. This section shall not apply to the situations set forth in §54-7(C).
- H. As part of the Department's efforts to ensure consistency and compliance with the required clearance standards, random audits will be performed on all third-party lead clearance providers. Nonrandom audits may also be performed based on a reasonable suspicion that a third-party lead clearance provider is not providing proper tests, including, but not limited to, complaints received about the provider or about a specific property inspected by the provider. If the results indicate noncompliance with these standards, the Director may take whatever action is necessary as set forth in Subsection I of this section.
- I. Rejection of clearance examination report/non-responsibility of issuer:
 - (1) The Director, or the Director's designee, is authorized to reject a lead clearance examination report that does not meet the requirements set forth herein or that is found after an inspection to not substantially represent the conditions present at the premises for which the report was prepared. The reasons for the rejection shall be set forth in writing to the issuer of the report and to the owner of the property to which the report pertains.
 - (2) No lead clearance examination report shall be accepted from an issuer who does not meet the qualifications set forth herein or who has been found by the Director or the Director's designee to be non-responsible.
 - (3) The Director shall inform an issuer in writing of a non-responsibility determination and the reasons therefor.
 - (4) Upon making a non-responsibility determination, the Director may bar the issuer and affiliated organizations, as further set forth herein, from submitting lead clearance reports to the City for a period of not to exceed three years. If a corporation is found to be a non-responsible issuer, that finding may be applied to a parent, affiliate or subsidiary corporation, if the Director finds that an officer, director or person directly or indirectly controlling 10% or more of the stock of the corporation found to be non-responsible is an officer, director or person directly or indirectly controlling 10% or more of the stock of the parent, affiliate or subsidiary corporation. If an unincorporated association is found to be non-responsible, that finding may be extended to other related associations upon a finding by the Director that the related associations have substantially the same ownership, management or operating personnel.
 - (5) Guidelines for non-responsibility determinations. In determining the non-responsibility of an issuer, the Director shall consider:

- (a) The record of performance of the issuer, including but not limited to lack of adequate expertise, prior experience with lead clearance examinations or lack of ability to perform the clearances in a timely, competent and acceptable manner. Evidence of such a lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of any professional license of any director or officer or any holder of 5% or more of the issuer's stock or equity; suspension or debarment by the state or federal government; or a history of lead clearance examinations that do not meet federal, state or City requirements.
- (b) The record of integrity of the issuer.
- (c) The availability to the issuer of the necessary organization, experience, operational controls and technical skills, and the necessary technical equipment and facilities required for performance of the clearance examinations.
- (d) The compliance by the issuer with any special or general standards of responsibility.
- (e) The compliance by the issuer with standards which may be established by the Director pursuant to rule or regulation.
- (f) Criminal conduct in connection with lead clearance examinations, government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of a formal grant of immunity in connection with a criminal prosecution of the issuer, any director or officer, or holder of 5% or more of the shares or equity of the issuer or any affiliate of the issuer.
- (g) Violations of the Labor Law.
- (h) Violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.
- (i) Any other cause of so serious or compelling a nature that it raises questions about the responsibility of an issuer, including, but not limited to, submission to the City of a false or misleading statement in connection with a lead clearance examination.
- (j) In addition to the factors specified above, the Director may also give due consideration to any other factors considered to bear upon issuer responsibility, including, but not limited to, any mitigating factors

brought to the City's attention by the issuer.

- (6) The Director may develop rules and regulations to implement these guidelines and may request a sworn statement of issuer qualifications to gather the necessary information set forth herein. The Director may use the information contained in the response to the sworn statement in making a determination of issuer non-responsibility.
- (7) A non-responsibility determination by the Director may be appealed by the issuer to the Commissioner by delivery to the Commissioner of a written notice of appeal within 10 days after receipt of the determination of the Director. The Commissioner shall offer the issuer an opportunity to be heard, at which a hearing officer appointed by the Commissioner who is not a City employee shall preside. Such hearing shall be scheduled as soon as possible after a request. The issuer shall be permitted to be represented by counsel, to submit evidence and summon witnesses on his or her behalf and to inspect documents and cross-examine opposing witnesses. Compliance with the technical rules of evidence shall not be required. The hearing officer shall make a recommendation to the Commissioner. The Commissioner shall make the final determination in writing, based upon evidence produced at the hearing. In the final determination, the Commissioner may accept, reject or modify the determination and/or penalty imposed by the Director. The determination of the Commissioner shall be the final determination of the City and shall be subject to review pursuant to Article 78 of the Civil Practice Law and Rules.

Section 54-9. Lead-safe hazard reduction and control.

- A. No person shall disturb or remove lead-based paint or in any other way generate excessive dust or debris during work on the interior or exterior of any existing building or structure except in accordance with the requirements of this section and §54-10 and 54-11. Any home improvement contractor, property management firm, handyman or other person engaging in renovation work that involves window replacement or that disturbs more than six square feet of interior, and/or more than 20 square feet of exterior, paint or surface coating, in a residential building or child-occupied facility for which the original construction was completed prior to January 1, 1978, must possess an EPA RRP certification and be employed by an EPA certified firm.
- B. Exemptions. This section shall not apply to activities that disturb or remove paint where the activities are being performed on buildings on which construction was completed on or after January 1, 1978.
- C. Sign required when exterior lead-based paint (or presumed lead-based paint) is disturbed.

- (1) Not later than the commencement date of any lead-based paint hazard reduction work, the owner, or the contractor when the owner has entered into a contract with a contractor to perform such work on the exterior of a building or structure, shall post signs in a location or locations clearly visible to the adjacent properties stating the following:

LEAD-BASED PAINT HAZARD REDUCTION WORK IN PROGRESS

PUBLIC ACCESS TO WORK AREA PROHIBITED

POSTED IN ACCORDANCE WITH CHAPTER 54 OF THE CITY OF SYRACUSE CODE

FOR FURTHER INFORMATION, PHONE (315) 448-8695

- (2) The sign required by Subsection C(1) shall be not less than 24 inches square and shall be in large boldface capital letters no less than 1/2 inch in size, and shall contain the notification in both English and Spanish. The sign required by this subsection shall remain in place until the lead-based paint hazard reduction work has been completed.
- (3) Where it is not possible to post signs in a conspicuous location or locations clearly visible to the adjacent properties, the owner or, where the owner has entered into a contract with a contractor to perform lead-based paint hazard reduction work, the contractor shall provide the notice in written form, such as a letter or memorandum, to the occupants of adjacent properties.

D. Notice to tenants. Where lead-based paint hazard reduction work is to be performed on the interior or exterior of buildings occupied by one or more tenants, not less than three business days before any lead-based paint hazard reduction work is to commence the owner shall provide the following information:

- (1) Contents of notice. Provide written notice to tenants of the building on which the work is being performed that lead-based paint hazard reduction work is being performed. This notice, which shall be in both English and Spanish, shall be in compliance with the EPA pre-renovation notification rules set forth in 40 CFR Part 745, Subpart E, shall be in the form of a sign, letter or memorandum, and shall prominently state the following:

Work is scheduled to be performed beginning _____ (date) on this property that may disturb or remove lead-based paint. The persons performing this work are required to follow federal and local laws regulating work with lead-based paint. You may obtain information regarding these laws, or report any suspected violations of these laws, by calling the City of Syracuse at _____ (a number to be designated by the City). The owner of this property is also required to provide tenants with a copy of the

lead hazard information pamphlet. Retaliatory action against tenants is prohibited by §54-14 of this Chapter.

- (2) The owner shall provide all tenants in the building with a copy of the lead hazard information pamphlet.
- E. Notice by contractor. Where lead-based paint hazard reduction work is being performed by a contractor on residential property, the contractor shall, at least three business days prior to the commencement of such work, notify the property owner of potential lead hazards during the project by delivering to the owner a copy of the lead hazard information pamphlet.
- F. Early commencement of work by owner. A property owner may commence, or may authorize a contractor to commence, lead-based paint hazard reduction work less than three business days after providing notices required above when such work must be commenced immediately to correct an emergency condition, such as work necessitated by non-routine failures of equipment, that were not planned but result from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, or threatens equipment and/or property with significant damage.
- G. Early commencement of work requested by tenant. Upon written request of a tenant, an owner may commence, or authorize a contractor to commence, lead-based paint hazard reduction work on that tenant's unit less than three business days after providing notices required in Subsection E above.

Section 54-10. Occupant protection; worksite preparation.

- A. Occupant protection.
- (1) Occupants shall not be permitted to enter the worksite during hazard reduction activities (unless they are employed in the conduct of these activities at the worksite) until after hazard reduction work has been completed and clearance has been achieved.
 - (2) Occupants shall be temporarily relocated during hazard reduction activities and until a clearance examination has been successfully completed on the occupant's unit, and occupants who relocate to a unit not owned by their landlord shall not be liable for rent accruing during that time, except that relocation shall not be necessary if:
 - (a) Treatment will not disturb lead-based paint, dust-lead hazards or soil-lead hazards;
 - (b) Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the worksite are

sealed during hazard control work and cleaned afterward, and entry free of dust-lead hazards, soil-lead hazards and debris is provided;

- (c) Treatment of the interior will be completed within one period of eight daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste); or
 - (d) Treatment of the interior will be completed within 15 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards, and, at the end of the work on each day, the worksite and the area within at least 10 feet of the containment area is cleaned to remove any visible dust or debris, and occupants have safe daily access to sleeping areas and bathroom and kitchen facilities.
- (3) The dwelling unit and the worksite shall be secured against unauthorized entry and occupants' belongings protected from contamination by dust-lead hazards and debris during hazard reduction activities. Occupants' belongings in the containment area shall be relocated to a safe and secure area outside the containment area, or covered with an impermeable covering with all seams and edges taped or otherwise sealed.
 - (4) In addition to protections afforded elsewhere by law, if interior hazard reduction activities will not be or are not completed within 60 calendar days, or if a dwelling unit fails to pass a clearance examination after the completion of interior hazard reduction activities, occupants shall have the right to terminate their lease and shall have no further obligation to pay rent under that rental agreement; provided, however, that this subsection shall not relieve the occupant of the obligation to pay any previously accrued rent for which he or she is otherwise liable.

B. Worksite preparation.

- (1) The worksite shall be prepared, including the placement of containment barriers, to prevent the release of leaded dust and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.
- (2) A warning sign, as defined in §54-9(C), shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are

present or at each main and secondary entryway to a building from which occupants have been relocated. Each warning sign shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

Section 54-11. Safe work practices.

- A. Lead-based paint shall not be applied to any exterior or interior surface.
- B. Prohibited methods. The following methods of paint removal shall not be used:
 - (1) Open flame burning or torching.
 - (2) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
 - (3) Abrasive blasting or sandblasting without HEPA local exhaust control.
 - (4) Heat guns operating above 1,100° F. or charring the paint.
 - (5) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 foot of electrical outlets, or when treating defective paint spots totaling no more than 2 square feet in any one interior room or space, or totaling no more than 20 square feet on exterior surfaces.
 - (6) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.
- C. Worksite preparation. The worksite shall be prepared in accordance with §54-10(B).
- D. Specialized cleaning. After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent.
- E. De minimis levels. Safe work practices are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than:
 - (1) Twenty square feet on exterior surfaces;
 - (2) Two square feet in any one interior room or space; or

- (3) Ten percent of the total surface area on an interior or exterior type of component with a small surface area. Examples include windowsills, baseboards, and trim.

Section 54-12. Emergency actions; weather conditions.

- A. For emergency actions necessary to safeguard against imminent or immediate danger to human life, health or safety, or to protect property from further structural damage, including demolitions, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable. This exemption does not apply to any work undertaken subsequent to or above and beyond such emergency actions, other than the demolitions noted above.
- B. Performance of lead-based paint hazard reduction or lead-based paint abatement on an exterior painted surface as required under this article may be delayed for a reasonable time during a period when weather conditions render impossible the completion of conventional construction activities; provided, however, that this limitation shall continue only for the period in which work cannot be performed in the work-safe manner as provided for herein.

Section 54-13. Exemptions.

- A. This article shall not apply to properties taken by a governmental entity in a foreclosure proceeding which are vacant and secured and:
 - (1) Scheduled for demolition; or
 - (2) Scheduled for sale within 12 months.
- B. The requirements of §54-5 through §54-8 which are applicable to residential buildings shall not include single-family owner-occupied dwellings.
- C. A building complex with 6 or more units, any housing development or complex designated for seniors, and all studio apartments shall be exempt from the requirements for dust sampling established in §54-6. A "building complex" for the purposes of this section includes any proximately related grouping or combination of units or buildings that is structured under a single ownership or management contract, regardless of whether such buildings are contiguous. This exemption does not exempt a property from a dust sampling required by any other local, state, or federal law or regulation.

Section 54-14. Prohibition of retaliatory action.

- A. It is unlawful for an owner, or any person acting on his or her behalf, to take any retaliatory action toward a tenant who reports a suspected lead-based paint hazard to the owner, the City, the Onondaga County Health Department and their medical

practitioner. Retaliatory actions include but are not limited to any actions that materially alter the terms of the tenancy (including rent increases and non-renewals) or interfere with the occupants' use of the property, or any other action provided under New York Real Property Law § 223-b.

- B. There shall be a rebuttable presumption that any attempt by the owner to raise rents, curtail services, refuse to renew or attempt to evict a tenant within one year of any report to the City or the owner or any enforcement action in connection with a suspected lead hazard is a retaliatory action in violation of this section, except that in instances of nonpayment of rent or commission of waste upon the premises by the tenant no such presumption shall apply. After one year from the date of the reporting of a suspected lead hazard, or the most recent activity related to any enforcement action, the defense of retaliatory eviction shall remain available to the tenant, but without the benefit of the presumption created by this section.
- C. The provisions of this section shall not be given effect in any case in which it is established that the condition from which the complaint or action arose was caused by the tenant, a member of the tenant's household, or a guest of the tenant; nor shall it apply in a case where a tenancy was terminated pursuant to the terms of a lease as a result of a bona fide transfer of ownership.

Section 54-15. Notification to county of violations.

The City shall continue to send notices to the County of Onondaga listing any health and safety violations found in properties inspected by the City. Any violation of §54-5 shall be included on that list.

Section 54-16. Database for properties.

- A. The City shall maintain a database, accessible to the public, of all residential properties where lead hazards have been identified, reduced and controlled with funds received by the City from the United States Department of Housing and Urban Development which require that such a database be maintained. The City shall further maintain a database of all residential properties granted a certificate of compliance after the effective date of this article.
- B. The databases created pursuant to this section shall be kept available for "walk-in" inspection by the public. No person requesting access shall be required to complete a freedom of information request in order to view this database.

Section 54-17. Penalties.

Penalties for violations of this Article shall be applied in accordance with Section 27-120 of the Syracuse Property Conservation Code and to the extent applicable, Article 13 of the Syracuse Property Conservation Code establishing the Bureau of Administrative Adjudication.

Section 54-18. Severability.

In the event that any section, paragraph, sentence, clause or phrase of this chapter is held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portions of this chapter shall be deemed severable from the chapter and shall in no way affect, impair, or invalidate any of the remaining sections, paragraphs, sentences, clauses or phrases of this chapter.

and

BE IT FURTHER ORDAINED, that this ordinance shall take effect on October 1, 2020.

46-47 ~~65-66~~ 36-37



DIVISION OF CODE ENFORCEMENT

A DIVISION OF THE DEPARTMENT OF NEIGHBORHOOD
AND BUSINESS DEVELOPMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

Michael Collins
NBD Commissioner

May 20, 2020

Kenneth J. Towsley
Director of Code
Enforcement

Mr. John Copanas
City Clerk
Room 231, City Hall
Syracuse, NY

Thomas Steinberg
Assistant Director of
Code Enforcement

**Re: Amend the Revised General Ordinance of the City of Syracuse to add Chapter 54
Entitled Lead Abatement and Control and to approve a SEQRA Findings Statement**

Samuel Perry
Assistant Director of
Code Enforcement

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council requesting approval for the above referenced new Chapter to the Revised General Ordinances. This proposed General Ordinance has been discussed over the course of several meetings in connection with its review under the SEQRA process with the Common Council and members of the public.

This addition will address the public health threat to children and adults in the City of Syracuse with the ability of Code Enforcement to test and properly cite appropriate violations of the presence of lead in dwelling units.

In addition, please prepare separate but related legislation approving a SEQRA Findings Statement pursuant to Part 617 of title 6 NYCRR of the NYS SEQRA regulations relative to the adoption of this proposed new Chapter 54 to the Revised General Ordinances of the City.

Thank you for your attention regarding this matter.

Sincerely,

Kenneth J. Towsley, Director

Code Enforcement
201 East Washington
Street, Room 300
Syracuse, N.Y. 13202

Office 315 448 8695
Fax 315 448 8764

www.syr.gov.net

9

Ordinance No.

2020

ORDINANCE AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION (“LAND BANK”)

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a funding agreement with the Greater Syracuse Property Development Corporation (“Land Bank”) relative to the operations of the Land Bank for an amount not to exceed \$500,000.00 as approved in the City’s 2020/2021 Budget; and

BE IT FURTHER ORDAINED, that such agreement shall be in substantially the same form as the Agreement attached hereto as Exhibit “A” and shall be subject to the approval of the Corporation Counsel as to terms, form and content.

Exhibit "A"

FUNDING AGREEMENT BETWEEN THE
CITY OF SYRACUSE
AND THE
GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION

THIS AGREEMENT, entered this ____ day of _____, 2020 by and between the City of Syracuse (herein called the "City") and the Greater Syracuse Property Development Corporation, a not-for-profit corporation with offices at 431 East Fayette Street, Suite 375, Syracuse, New York (herein called the "GSPDC").

WHEREAS, the City desires to assist in the funding of the operations of GSPDC pursuant to Not-For Profit Corporation Law § 1610 (a) for City fiscal year 2020-21 and the Charter of the City of Syracuse 1960, as amended; and

WHEREAS, the GSPDC wishes to accept and utilize the funds from the City pursuant to the terms of this Agreement; and

WHEREAS, this Agreement has been authorized by, and is subject to the requirements of Ordinance No. ____ of 2020, which was adopted by the City of Syracuse Common Council on July __, 2020 and approved by Mayor Ben Walsh on July __, 2020; and

WHEREAS, this Agreement has been authorized by GSPDC Resolution No ____ of 2020, adopted by the Board of GSPDC on June __, 2020;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. FUNDING

The City agrees to provide up to five hundred thousand dollars (\$500,000.00) (hereinafter the "Funding") to GSPDC.

A. Disbursements – the City will provide the Funding to GSPDC in two disbursements. Disbursements shall be made upon receipt of the required quarterly reports described in Article II, Section 5 as follows:

1. Two hundred fifty thousand and 00/100 dollars (\$250,000.00) on August 1, 2020; and

2. Two hundred fifty thousand and 00/100 dollars (\$250,000.00) on March 1, 2021.

ARTICLE II. PERFORMANCE BY GSPDC

As consideration for this Agreement and the Funding to be provided thereto, the GSPDC agrees to perform as follows:

Acceptance of Property – GSPDC acknowledges that the City will offer to sell numerous parcels of real property to GSPDC for an amount equal to one dollar (\$1.00) per property during the 2020-21 City fiscal year. GSPDC will reimburse the City for title fee expenses and legal expenses incurred for each property and other closing costs. The GSPDC shall be responsible for the payment of all recording fees to the Onondaga County Clerk.

1. GSPDC agrees to accept as many of said parcels not otherwise excluded under the provisions of Article II (3) as the Board of GSPDC determines as being fiscally prudent for GSPDC to accept. In addition, GSPDC agrees to accept no fewer than 250 properties throughout the 2020-21 City fiscal year as long as the City authorizes the sale of at least that number of properties to the GSPDC during said fiscal year and subject to the GSPDC's rights hereunder and under Article II (3).
2. GSPDC will accept a mix of properties, including vacant land, vacant structures, and occupied structures, subject to what is made available by the City of Syracuse.
3. GSPDC may reject any Property, upon a provision of sufficient documentation evidencing the basis for rejection to the City of Syracuse, for one or more of the following reasons:
 - a. The property has uncured defects in title; or
 - b. The property constitutes an immediate danger or public hazard; or
 - c. The property contains environmental hazards which would require the GSPDC to perform environmental remediation prior to re-sale (this subsection shall not be read as to apply to lead based paint or to soil that may be contaminated as a result of lead based paint, or to asbestos located in one or two family residential structures); or
 - d. Other parcels that the GSPDC deems inappropriate for acquisition for documented reasons agreed upon by the City and the GSPDC.

In the event GSPDC rejects a property for one or more of the foregoing reasons, GSPDC shall transmit a notice to the Department of Neighborhood and Business Development and the Syracuse-Onondaga County Planning Agency outlining the reason the property has been rejected within ten (10) days of the determination to reject.

4. Use of Funding - GSPDC agrees to use the Funding only for those purposes permitted by law and in furtherance of the GSPDC's mission statement and in accordance with its adopted policies and procedures.

Further, the GSPDC agrees to place a priority on leveraging City funds to advance the following objectives:

- a. Create a mix of (owner-occupied) home ownership and rental housing opportunities;
 - b. Support rehabilitation financing for investor-owners purchasing GSPDC properties through loan guarantees and other innovative programs;
 - c. Perform property demolition and/or deconstruction, where warranted, using no less than \$250,000 of funding activity, to be matched by \$250,000 in other funds, resulting in the removal of a minimum of twenty (20) blighted structures selected in concert with City staff; and
 - d. The remaining \$250,000 of funding to be used for ongoing property maintenance and keeping buildings secure.
 - e. Ensure that all existing occupants of property acquired by the GSPDC from the City of Syracuse, which properties are deemed necessary to vacate, be availed the services of professional relocation agents and allotted a reasonable time frame from the determination date to vacate the property to facilitate successful relocation into suitable alternate housing.
 - f. Make reasonable efforts to recover architectural salvageable components during the deconstruction process and to apply funds received from the sale of any salvageable components to the cost of future demolition and/or deconstruction projects.
5. GSPDC shall provide the Department of Neighborhood and Business Development with quarterly reports within 10 days of the end of each fiscal quarter containing lists of all properties transferred to GSPDC and indicates the following: those properties slated for demolition/deconstruction; those demolished/deconstructed; those sold to new owners and the disposition strategy for each; those under an enforcement mortgage and the deadline for completion; those where work has been completed and enforcement mortgage has been discharged. The City reserves the right to request additional information evidencing the status of any Property transferred to GSPDC.
6. GSPDC shall provide the Common Council with an annual written report in the form of a business and fiscal plan that details the organization's short- and long-term goals and year-to-date progress on reaching these goals within 30 days of this contract years' end. This document should be made available to all Common Councilors two weeks in advance of the Committee meeting when the annual written report is discussed publicly.
7. GSPDC shall establish a goal to transfer title of at least 200 properties with a majority to qualified owner-occupied buyers and shall establish a policy and procedure for conveying properties to qualified not-for-profit affordable housing developers for owner-occupied buyers to ensure the creation of sustainable affordable housing that meets specified quality standards. Furthermore, GSPDC will endeavor, during the term of this Agreement, to transfer title of at least 75 properties to qualified owners-occupiers with such properties being in close proximity to City Parks, Schools, or such other amenities that improve neighborhoods.
8. GSPDC will work to develop innovative vacant lot acquisition strategies for long-range neighborhood and community benefits, such as assembling vacant land for the purpose of encouraging new housing and commercial development, in collaboration with the City and neighborhood stakeholders.

9. The GSPDC Board of Directors and the Citizens Advisory Board will review the criteria used in reviewing and approving property sales to ensure that the criteria will encourage the sale of properties in inventory.
10. GSPDC will aggressively market and offer ten (10) properties utilizing an established incentive program for qualified owner occupied buyers to City, fire, police, school district employees, other city residents who work in the city.

ARTICLE III. NOTICES

All written communications or notices required to be sent pursuant to this Agreement shall be sent by certified or registered first class mail, or by overnight courier, to the parties as follows:

To the City at:

City of Syracuse
Office of the Mayor
Attn: Mayor
233 E. Washington Street
Syracuse, NY 13202

With Copy to:

City of Syracuse
Department of Law
Attn: Corporation Counsel
233 E. Washington Street
Syracuse, NY 13202

To the GSPDC at:

Greater Syracuse Property Development Corporation
Attn: Executive Director
431 East Fayette Street, Suite 375
Syracuse, NY 13202

With Copy to:

Hancock Estabrook, LLP
Attn: John Sidd
1800 AXA Tower I
100 Madison Street
Syracuse, NY 13202

ARTICLE IV. GENERAL CONDITIONS

A. General Compliance

The GSPDC will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the Funding provided under this Agreement.

B. Laws and Ordinances Relating to Real Property

The GSPDC shall comply with all applicable Federal and State Laws, Local Laws, Rules, Regulations, Ordinances, and Resolutions related to or regarding the obligations of owners of real property or sellers of real property including, but not limited to, those relating to renovation, rehabilitation, demolition, property maintenance, environmental laws, lead paint abatement, flood plain and lead paint disclosures, and historic preservation.

C. New York State Law

The parties agree that by signing this Agreement they knowingly and willingly waive the presumption under New York State Law that this Agreement be construed against the drafter.

D. Prior Agreements

This Agreement shall supersede any previous agreement between the parties regarding these matters insofar as there are any conflicting terms or provisions.

E. Survivability of Certain Provisions

Any provisions related to, or regarding, the expenditure of the Funding shall survive the termination of this Agreement until such time as all of the Funding disbursed pursuant to this Agreement has been expended.

F. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GSPDC shall at all times remain an independent contractor with respect to any terms, conditions or performances required under this Agreement.

G. Hold Harmless

The GSPDC shall hold harmless and defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GSPDC's actions, inaction, performance or failure to perform as related to this Agreement, and to any activities of GSPDC funded in whole or in part by the Funding.

H. Workers' Compensation

The GSPDC shall provide Workers' Compensation Insurance coverage as may be required by law for all employees employed by GSPDC during the term of this agreement.

I. Insurance

The GSPDC shall carry general liability insurance coverage in an amount of not less than one million dollars per claim during the term of this Agreement. A copy of the insurance binder shall be forwarded to the City.

J. Amendments

GSPDC and City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body.

K. Prohibited Activities

The GSPDC is prohibited from using the Funding provided herein or personnel employed in whole or in part with the use of the Funding for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

L. Assignability

The GSPDC shall not pledge, assign or transfer any interest in this Agreement or the Funding without the prior written consent of the Mayor of the City.

M. Conflicts of Interest

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the Funding, or any other person who exercises any functions or responsibilities in connection with the Funding shall have any personal financial interest, direct or indirect in this Agreement; and the City shall take appropriate steps to assure compliance.
2. The City and the GSPDC agree and stipulate that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law, is interested in, or will derive income from, or is a party to, this Agreement.

N. Displaced Persons

1. GSPDC shall develop an internal policy with regards to the handling of displaced tenants, former owner occupants and others with tenancy rights in a parcel of property acquired by the GSPDC (hereinafter collectively "Displaced

“Persons”). Such policy shall assure that Displaced Persons are dealt with in accordance with State Law and in a consistent, fair, and equitable manner.

2. GSPDC agrees to comply with all applicable State Laws, and City Ordinances, Resolutions and Policies concerning displacement of individuals from their residences.

O. Governing Law and Proper Venue of Claims

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to any conflict of laws provision. The City and GSPDC agree and consent that any claim between the parties arising from or out of this Agreement shall be brought in a court of competent jurisdiction in the County of Onondaga and State of New York.

P. Effect of Waiver of Breach

The waiver of breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall the failure to enforce a provision operate as a waiver of that provision or any other provision.

ARTICLE V. TERM

The term of this Agreement shall begin as of the date that it is fully executed by the City and the GSPDC, and if not earlier terminated pursuant to the provisions of this Agreement, shall terminate naturally upon June 30, 2021.

ARTICLE VI. DEFAULT AND TERMINATION

In the event that GSPDC fails to comply with any term of this agreement, GSPDC shall have thirty (30) days following receipt of a written notice of the default from the City to cure said default. If the GSPDC fails to cure the default within the 30 day cure period, or any extension thereof granted by the City, the City may terminate this Agreement and the Agreement shall have no further force or effect, except for those provisions that survive termination pursuant to the terms of this Agreement. The City may suspend disbursements during the period of time given between a notice of default and the opportunity to cure.

SIGNATURE PAGE TO FOLLOW

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

City of Syracuse

Greater Syracuse Property Development Corporation

By: _____

By: _____

Benjamin R. Walsh, Mayor

Katelyn Wright, Executive Director

ATTEST:

John P. Copanas
City Clerk

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
CITY OF SYRACUSE) SS.:

On this ___ day of _____ 2020, before me personally came BENJAMIN R. WALSH, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that she resides in the City of Syracuse, New York; that she is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that she signed said instrument as Mayor of said City of Syracuse by like authority; that said BENJAMIN R. WALSH further says that she is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse; that the signature of John P. Copanas was thereto subscribed pursuant to said Charter.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)
) SS.:

On this _____ day of _____ 2019, before me personally came KATELYN WRIGHT to me known, who, being by me duly sworn, did depose and say that he is the Chair of the Greater Syracuse Property Development Corporation and which executed the above instrument; that he is authorized by the Board of Directors of said corporation to execute the above instrument, and that he signed his name thereto by like order.

Notary Public



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

48

June 24, 2020

Commissioner
Michael Collins

Deputy Commissioner
Jennifer Tift

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

Dear Mr. Copanas:

Please prepare legislation for consideration of the Common Council at its July 13, 2020 meeting approving a contract between the City of Syracuse and the Greater Syracuse Property Development Corporation (aka "The Land Bank") for \$500,000. A copy of the draft agreement is attached to this letter, in addition to the Land Bank Board Resolution accepting as proposed.

The \$500,000 will support a variety of activities by the Land Bank to address vacant and substandard properties, including the removal of a minimum of twenty (20) blighted residential structures. The allocation of \$500,000 was approved as part of the City's 2020-21 Budget.

If you have any questions or require additional information, please feel free to contact me at (315) 448-8109 or via email at mcollins@syrgov.net. Thank you for your cooperation.

Sincerely,

Michael Collins
Commissioner

**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

Cc: Sharon Owens, Deputy Mayor
Kirsten Smith, Corporation Counsel

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

3



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 *MV*
DATE: June 29, 2020
SUBJECT: Agreement with the Greater Syracuse Property Development Corporation
(aka "The Land Bank")

On behalf of the Department of Neighborhood and Business Development, I am requesting an agreement with the Greater Syracuse Property Development Corporation (aka "The Land Bank") for \$500,000.

The \$500,000 will support a variety of activities by the Land Bank to address vacant and substandard properties, including the removal of a minimum of twenty (20) blighted residential structures. The allocation of \$500,000 was approved as part of the City's 2020/2021 Budget.

A copy of the draft agreement is attached to this letter, in addition to the Land Bank Board Resolution accepting as proposed.

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

7/1/20

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.syr.gov.net

A meeting of the Board of Directors of the Greater Syracuse Property Development Corporation ("GSPDC") was convened via video conference on June 30, 2020 at 8:00 a.m.

The meeting was called to order by the Chairman and, upon roll being called, the following directors of the GSPDC were:

PRESENT:

Vito Sciscioli, Chair
Patrick Hogan, Vice-Chair
Julie Cerio, Secretary

ABSENT:

Michael LaFlair, Treasurer
El Java Abdul Qadir, Director

FOLLOWING PERSONS WERE ALSO PRESENT:

Katelyn Wright	Executive Director
John P. Sidd, Esq.	GSPDC Counsel

The following resolution was offered by Patrick Hogan, seconded by Julie Cerio, to wit:

Resolution No.: 16 of 2020

**RESOLUTION AUTHORIZING GSPDC TO ENTER INTO A
CERTAIN FUNDING AGREEMENT WITH THE CITY OF
SYRACUSE**

WHEREAS, New York Not-For-Profit Corporation Law §1610(a) authorizes GSPDC to receive funding through grants and loans from certain sources including other municipalities;

WHEREAS, the Bylaws of GSPDC permit the Board to authorize any officer or agent to enter into any contract or execute and deliver any document in the name of and on behalf of GSPDC;

WHEREAS, the City of Syracuse (the "City") and GSPDC desire to enter into a certain Funding Agreement, in substantially the form attached hereto as Schedule A, and as otherwise in form and content agreeable to their respective counsel, (the "Agreement"); and

WHEREAS, under the material terms of the Agreement, the City will provide up to Five-hundred thousand dollars (\$500,000.00) to GSPDC during the fiscal year 2020-2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The recitals above are hereby incorporated into this Resolution as if fully set forth herein.

Section 2. The Executive Director is hereby authorized, on behalf of GSPDC, to execute and deliver the Agreement, in form and content agreeable to counsel and the Executive Director, with such changes, variations, omissions and insertions thereto as the Executive Director shall approve, the execution thereof by the Executive Director to constitute conclusive evidence of such approval.

Section 3. The Executive Director of GSPDC is hereby authorized and directed to execute all documents on behalf of GSPDC which may be necessary or desirable to further the intent of this Resolution and do such further things or perform such acts as may be necessary or convenient to implement the provisions of this Resolution.

Section 4. The other officers, employees and agents of GSPDC are hereby authorized and directed for and in the name and on behalf of GSPDC to do all acts and things required or provided for by the provisions of the Agreement and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by GSPDC with all of the terms, covenants and provisions of the Agreement binding upon GSPDC.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Vito Sciscioli	VOTING	<u>Yes</u>
Michael LaFlair	VOTING	<u>Excused</u>
El Java Abdul Qadir	VOTING	<u>Absent</u>
Patrick Hogan	VOTING	<u>Yes</u>
Julie Cerio	VOTING	<u>Yes</u>

The foregoing Resolution was thereupon declared and duly adopted.

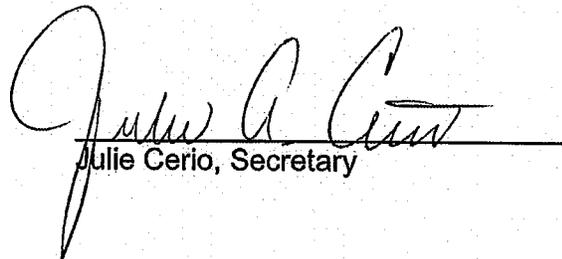
STATE OF NEW YORK)
COUNTY OF ONONADAGA) ss.:

I, the undersigned Secretary of the Greater Syracuse Property Development Corporation (the "Agency"), DO HEREBY CERTIFY, that I have compared the foregoing extract of the minutes of the meeting of the directors of GSPDC, including the Resolution contained therein, held on June 30, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of such proceedings of GSPDC and of such Resolution set forth therein and of the whole of said original so far as the same related to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all directors of GSPDC had due notice of said meeting; (B) said meeting was in all respect duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the directors of GSPDC present through said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of GSPDC this 30th day of June, 2020.


Julie Cerio, Secretary

Ordinance No.

2020

ORDINANCE APPROPRIATING FUNDS FOR TOMORROW’S NEIGHBORHOODS TODAY (TNT) AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TNT RELATIVE TO THE 2020/2021 FUNDS

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$80,000.00 from Budget Account #541500.01.64200 to an account to be determined by the Commissioner of Finance for Tomorrow’s Neighborhoods Today (TNT); said funds are to be utilized to carry out TNT’s neighborhood improvement goals, \$40,000.00 of the allocation shall be split equally among the eight (8) TNT sectors with each sector receiving \$5,000.00 for special projects and the remaining \$40,000.00 of the allocation shall be used for operational expenses of TNT for the period of July 1, 2020 through June 30, 2021, in the manner provided by law; and

BE IT FURTHER ORDAINED, that the Mayor, be and he hereby is authorized to execute a contract with TNT relative to this appropriation, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that TNT has submitted a budget outlining the operating expenses for which the appropriated funds shall be spent and such budget is attached hereto as Appendix “A” and shall be included as part of the above-referenced contract.

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DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 29, 2020

Commissioner
Michael Collins

Deputy Commissioner
Jennifer Tift

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

Dear Mr. Copanas:

Please prepare legislation for consideration of the Common Council at its July 13, 2020 meeting approving the City of Syracuse to enter into a funding contract with Tomorrow's Neighborhoods Today (TNT) for an amount of \$80,000, to be paid in four equal quarterly payments of \$20,000, for the 2020-21 fiscal year. These funds will be used to support TNT's work in the following way(s): \$40,000 to be disbursed in the amount of \$5,000 per sector (8) for Special Projects to enhance each neighborhood as well as \$40,000 to be used for operational expenses including but not limited to insurance costs, employee payroll, marketing and training. The budget account number for this expenditure is 541500.01.64200.

If you have any questions or require additional information, please feel free to contact me at (315) 448-8109 or via email at mcollins@syrgov.net. Thank you for your cooperation.

Sincerely,

Michael Collins
Commissioner

**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

Cc: Sharon Owens, Deputy Mayor
Kirsten Smith, Corporation Counsel
Tina Zagya, TNT Operations Manager

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 917-919
MIDLAND AVENUE FOR A TOTAL OF \$1.00**

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 917-919 Midland Avenue, being Lot P 1, Block 1008, Tract Furman, Section 085, Block -12, Lot -45.0 (085.-12-45.0), Property No. 1861001700, 44 x 66 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$1.00; 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 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; 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.



DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 24, 2020

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 Mr. 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: TO THE GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$1.

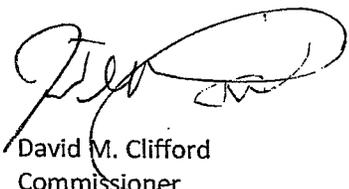
This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

917-19 Midland Ave
Lot P1 Bl1008 Tr Furman
085.-12-45.0
Property #: 1861001700
44x66 Vac

Purchaser: Greater Syracuse Property Development Corporation for a total of \$1.00.

Thank you for your consideration.

Very Truly Yours,



David M. Clifford
Commissioner

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

Office 315 448 8270
Fax 315 448 8190
assessment@syr.gov.net