



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-65

### **Authorizing an amendatory agreement for the Senior Meals Program**

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

Section 1. The Mayor is hereby authorized to enter into an amendatory professional services agreement with Goodwill of the Finger Lakes, Inc. to continue to manage the meal order intake and logistics for the Senior Meals Program. The amendatory agreement shall amend the existing agreement authorized in Ordinance No. 2021-353 by extending the term for an additional 6 months and by increasing the maximum compensation by \$68,500 to a new total of \$205,500. The amendatory compensation shall be funded from the 2022-23 Budget of the Department of Neighborhood and Business Development.

Section 2. The amendatory agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0

Attest *Hazel Washington*  
City Clerk



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Ordinance No. 2023-66

**Authorizing agreement for the Blue Cross Arena at the War Memorial Ice Plant Replacement project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. to provide architectural and engineering services for the Blue Cross Arena at the War Memorial Ice Plant Replacement (the Project). The maximum compensation for the agreement shall be \$400,000, which shall be funded from a portion of the American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-311. The term of the agreement shall extend to three months after completion of the two-year guarantee inspection of the Project.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, Smith - 6.

Nays - Councilmember Martin -- 1.

Attest   
City Clerk



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Ordinance No. 2023-67

**Authorizing an agreement for the Rochester Police Department Office of Business Intelligence Renovation project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Edge Architecture, PLLC to provide architectural and engineering services for the Rochester Police Department Office of Business Intelligence Renovation (the Project). The maximum compensation for the agreement shall be \$150,000, which shall be funded from a portion of the American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-315. The term of the agreement shall extend to three months after completion of the two-year guarantee inspection of the Project.


Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, Smith - 6.

Nays - Councilmember Martin – 1.

Attest   
City Clerk



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Ordinance No. 2023-68

**Authorizing an amendatory agreement for the Joseph A. Floreano Rochester Riverside Convention Center South Terrace and Addition project**

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

Section 1. The Mayor is hereby authorized to enter into an amendatory agreement with Stantec Consulting Services Inc. to provide additional services for the Joseph A. Floreano Rochester Riverside Convention Center South Terrace and Addition (the Project). The amendatory agreement shall amend the existing agreement as authorized by Ordinance No. 2021-53 and amended in Ordinance No. 2023-3 by adding to the scope of work additional engineering and design services, including final design and contract documents, permits and bidding phase services, and by increasing the maximum compensation by \$1,500,000 to a new total of \$2,450,000. The amendatory compensation shall be funded in the amounts of \$1,300,000 from American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-378 and \$200,000 from ROC the Riverway/Upstate Revitalization Initiative funds appropriated to the Project in Ordinance No. 2021-53.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, Smith - 6.

Nays - Councilmember Martin – 1.

Attest  City Clerk





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Ordinance No. 2023-69

## **Authorizing agreements for a Bull's Head Revitalization Project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Erdman, Anthony and Associates, Inc. to provide preliminary engineering design services for a Bull's Head Revitalization Project which shall include a combination of new street construction, pavement reconstruction and rehabilitation, street milling and resurfacing, realignment of intersecting streets, curbs, sidewalks, street lighting improvements, water main installation, water services and hydrants, sewer main extensions, catch basins, manholes, adjustment of utility appurtenances, landscaping, the evaluation of additional bicycle facilities and/or various other improvements in the Bull's Head neighborhood (collectively, the Project). The maximum compensation for the agreement shall be \$750,000, which shall be funded in the amounts of \$20,000 from 2019-20 Cash Capital and \$730,000 from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 2. The Mayor is hereby authorized to enter into an agreement with the New York State Department of Transportation to participate in and administer a portion of the right-of-way incidental services for the Project. The maximum compensation for the agreement shall be \$7,000, which shall be funded in the amounts

of \$6,100 from 2020-21 Cash Capital and \$900 from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 3. The agreements authorized herein shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest *Hazel Washington*  
City Clerk



**City of Rochester**

City Clerk's Office

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Ordinance No. 2023-70

## **Authorizing agreements for Dewey Avenue and Emerson Street Improvement Project**

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

Section 1. The Mayor is hereby authorized to enter into an a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. to provide preliminary engineering design services for the Dewey Avenue and Emerson Street Improvement Project (the Project). The maximum compensation for the agreement shall be \$550,000, which shall be funded from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 2. The Mayor is hereby authorized to enter into an agreement with the New York State Department of Transportation to participate in and administer a portion of the right-of-way incidental services for the Project. The maximum compensation for the agreement shall be \$6,000, which shall be funded from 2022-23 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 3. The agreements authorized herein shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 4. This ordinance shall take effect immediately

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nay - None - 0.

Attest *Hazel Washington*  
City Clerk



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I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-71

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$2,950,000 Bonds of said City to finance the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the cost of the Farmington Road and Wyand Crescent Rehabilitation Project that includes pavement reconstruction, new curb, spot sidewalk replacement, curb ramp upgrades, new driveway aprons, street lighting improvements, signage and adjustment and/or repair of manholes and catch basins (the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,431,482.43. The plan of financing includes the issuance of \$2,950,000 bonds of the City, which amount is hereby appropriated for the Project, \$38,000 in Prior Years' Cash Capital, \$18,312.67 in 2015-16 Cash Capital, \$9,753 in 2016-17 Cash Capital, \$3,471.33 in 2017-18 Cash Capital, \$22,648 in 2018-19 Cash Capital, \$60,000 in 2022-23 Cash Capital, \$329,297.43 in anticipated Monroe County Pure Waters reimbursements authorized in Ordinance No. 2023-44 for sewer work associated with street improvement projects and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$2,950,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$2,950,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of 11.00 a. 20(c) of the Law, is fifteen (15) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such 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


(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7

Nays - None - 0.

Attest  City Clerk



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Ordinance No. 2023-72

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$223,000 Bonds of said City to finance water service improvements associated with the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the cost of water service improvements, including valve box adjustments, relocating fire hydrants and replacing approximately 31 lead service connections, associated with the Farmington Road and Wyand Crescent Rehabilitation Project (the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$227,000. The plan of financing includes the issuance of \$223,000 bonds of the City, which amount is hereby appropriated for the Project, \$4,000 in 2022-23 Cash Capital and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$223,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of



the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$223,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of 11.00 a. 1. of the Law, is forty (40) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such 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

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



City Clerk



**City of Rochester**

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Ordinance No. 2023-73

## **Authorizing an agreement for the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Vanguard Engineering, PC to provide Resident Project Representation services for the Farmington Road and Wyand Crescent Rehabilitation Project (Project). The term of the agreement shall continue to three months following completion of a two-year guarantee inspection of the Project. The maximum compensation for the agreement shall be \$550,000, which shall be funded in the amounts of \$463,450 from the proceeds of street bonds appropriated in a concurrent ordinance, \$31,750 from the proceeds of water bonds appropriated in a concurrent ordinance, and \$54,800 in 2022-23 Cash Capital.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

  
\_\_\_\_\_

City Clerk



**City of Rochester**

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Ordinance No. 2023-74

## **Authorizing an alteration of pavement width relating to the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. Council hereby approves the following pavement width change to Farmington Road as part of the Farmington Road and Wyand Crescent Rehabilitation Project: an increase of 9.5 feet, from 26 feet to 35.5 feet, beginning approximately 58.5 feet east of the east curb line of Wyand Crescent and continuing approximately 444 feet eastward.

Section 2. The pavement width change authorized herein shall be made in accordance with plans and specifications approved by the City Engineer, who may make reasonable modifications.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest   
City Clerk



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Ordinance No. 2023-75

**Amending the Official Map by abandoning a segment of the Harvey Alley right-of-way**

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

Section 1. Chapter 76 of the Municipal Code, Official Map, as amended, is hereby further amended by changing and deleting therefrom the segment of Harvey Alley, heretofore dedicated to street purposes, that adjoins and extends 100 feet westward from Hudson Avenue. This amendment shall be contingent upon the City Engineer affirming the satisfaction of necessary conditions.

Section 2. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest *Hazel Washington* City Clerk





**City of Rochester**

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Ordinance No. 2023-76

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$305,000 Bonds of said City to finance the 2023 Residential Curb Ramps Project (Beechwood Neighborhood)**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the costs for the 2023 Residential Curb Ramps Project, consisting of the installation of approximately 138 sidewalk accessible curb ramps at intersections located in the Beechwood Neighborhood bounded on the north by Bay Street, on the east by Culver Road, on the south by East Main Street and on the west by North Goodman Street, including new or adjusted catch basins, catch basin frames, grates and other adjustments to utility appurtenances necessary to maintain the safety and functionality of the ramps (collectively, the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,774,778.29. The plan of financing includes the issuance of \$305,000 bonds of the City, which amount is hereby appropriated for the Project, \$18,219.15 in 2013-14 Cash Capital, \$315,490.31 in 2017-18 Cash Capital, \$322,000 in 2018-19 Cash Capital, \$332,000 in 2019-20 Cash Capital, \$365,000 in 2022-23 Cash Capital, \$43,000 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2020-108 to fund portions of the sewer costs on street

improvement projects, \$66,000 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2020-360 to fund portions of the sewer costs on street improvement projects, \$8,068.83 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2021-85 to fund portions of the sewer costs on street improvement projects and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$305,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$305,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of Section 11.00 a. 24. of the Law, is ten (10) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for

substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such 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
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
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Ordinance No. 2023-77

### **Authorizing an agreement for the 2023 Residential Curb Ramps Project (Beechwood Neighborhood)**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C.. to provide Resident Project Representation services for the 2023 Residential Curb Ramps Project in the Beechwood Neighborhood (Project) for a maximum compensation \$225,000, which shall be funded in the amounts of \$129,012.81 from 2018-19 Cash Capital, \$28,353.09 from 2019-20 Cash Capital, and \$67,634.10 from 2022-23 Cash Capital. The term for the agreement shall continue to 3 months after completion of a 2-year guarantee inspection of the Project.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest *Hazel Washington* City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-78

### **Authorizing an agreement for the 2022 Lead Service Line Projects/Spring 2A & Summer 2B**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Ravi Engineering and Land Surveying, P.C. to provide professional construction management and Resident Project Representation services for the 2022 Lead Service Line Projects/Spring 2A & Summer 2B (the Projects). The term of the agreement shall continue to three months following completion of a two-year guarantee inspection of each Project. The maximum compensation for the agreement shall be \$750,000, which shall be funded in the amounts of \$709,000 from American Rescue Plan Act of 2021 (ARPA) funds appropriated in Ordinance Nos. 2021-410 and 2022-63 and \$41,000 in 2021-22 Cash Capital.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

**Rochester, N.Y., \_\_\_\_\_  
TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-79

**Amending Ordinance No. 2022-103 relating to the acquisition of permanent water line easements over 51 Holland Street**

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

Section 1. The main text of Section 1 of Ordinance No. 2022-103, Authorizing the acquisition by negotiation of permanent water line easements over 51 Holland Street, is hereby amended to read as follows:

Section 1. The Council hereby approves the acquisition by negotiation of permanent easements for the operation, maintenance and repair of water lines and fire hydrants over the following ~~three~~ two portions of 51 Holland Street (SBL No. 106.56-1-49):

<b>Easement</b>	<b>Approx. Area (Square Feet)</b>	<b>Value</b>
A	3,841	\$1,300
B	<del>4,522</del> <u>33,438</u>	<del>\$1,500</del> <u>\$11,300</u>
C	<del>25,704</del>	<del>-\$8,700</del>
<b>Totals</b>	<b><del>34,067</del> <u>37,279</u></b>	<b><del>\$11,500</del> <u>\$12,600</u></b>



The easements shall be comprised of:

Section 2. The metes and bounds descriptions of Easements B and C in Section 1 of the aforementioned Ordinance No. 2022-103, are hereby deleted in their entirety and replaced with the modified description of Easement B as follows:

Easement B

All that tract or parcel of land, situate in the City of Rochester, County of Monroe, State of New York, being part of Town Lot 71, Township 13, Range 7 and being more particularly bounded and described as follows: Commencing at the intersection of the north ROW line of Kelly Street (60 ROW) and the west ROW line of Holland Street (60 ROW), said intersection being the Point of Commencing; thence

- A. N 03° 41' 35 " W, along said ROW line of Holland Street, a distance of 361.69 feet to the Point or Place of Beginning; thence
1. S 89° 16' 30 " W, a distance of 216.26 feet to a point; thence
2. N 03° 40' 05 " W, a distance of 50.83 feet to a point; thence
3. S 86° 15' 39 " W, a distance of 38.07 feet to a point; thence
4. S 03° 44' 08 " W, a distance of 48.83 feet to a point; thence
5. S 89° 16' 30 " W, a distance of 54.79 feet to a point; thence
6. S 00° 43' 30 " E, a distance of 8.17 feet to a point; thence
7. S 89° 16' 30 " W, a distance of 20.27 feet to a point; thence
8. S 03° 09' 15 " E, a distance of 90.19 feet to a point; thence
9. N 86° 50' 45 " E, a distance of 7.64 feet to a point; thence
10. S 03° 09' 15 " E, a distance of 20.00 feet to a point; thence
11. S 86° 50' 45 " W, a distance of 7.64 feet to a point; thence
12. S 03° 09' 15 " E, a distance of 260.41 feet to the north ROW line of Kelly Street; thence
13. S 86° 18' 25 " W, continuing along said ROW line, a distance of 20.00 feet to a point; thence
14. N 03° 09' 15 " W, a distance of 375.35 feet to a point; thence
15. S 87° 22' 08 " W, a distance of 263.19 feet to a point; thence
16. S 03° 49' 38 " E, a distance of 380.22 feet to the said ROW line of Kelly Street; thence
17. S 86° 18' 25 " W, along said ROW line, a distance of 20.00 feet to a point; thence
18. N 03° 49' 38 " W, a distance of 371.09 feet to a point; thence
19. S 87° 43' 04 " W, a distance of 6.40 feet to a point; thence
20. N 02° 16' 56 " W, a distance of 16.87 feet to a point; thence
21. S 87° 00' 30 " W, a distance of 105.14 feet to the ROW line of Baden Street (60 ROW); thence
22. Northerly and westerly, along said ROW line and along a curve to the left, having a radius of 53.0 feet, a distance of 21.88 feet to a point; thence
23. N 87° 00' 30 " E, a distance of 142.84 feet to a point; thence
24. S 02° 16' 56 " E, a distance of 7.60 feet to a point; thence
25. N 87° 22' 08 " E, a distance of 257.70 feet to a point; thence
26. N 00° 43' 30 " W, a distance of 4.55 feet to a point; thence

27. N 89° 16' 30 " E, a distance of 77.36 feet to a point; thence
28. N 03° 44' 08 " W, a distance of 47.75 feet to a point; thence
29. N 86° 15' 39 " E, a distance of 88.10 feet to a point; thence
30. S 03° 40' 05 " E, a distance of 52.38 feet to a point; thence
31. N 89° 16' 30 " E, a distance of 116.10 feet to a point; thence
32. N 00° 43' 30 " W, a distance of 7.86 feet to a point; thence
33. N 89° 16' 30 " E, a distance of 20.00 feet to a point; thence
34. S 00° 43' 30 " E, a distance of 7.86 feet to a point; thence
35. N 89° 16' 30 " E, a distance of 50.12 feet the west ROW line of Holland Street; thence
36. S 03° 41' 35 " E, along said ROW line, a distance of 20.03 feet to the Point or Place of Beginning.

Hereby intending to describe a parcel of land containing 33,438 square feet, all as shown on a map entitled 'Proposed Watermain Easement Map', dated January 9, 2023, prepared by John D Metzger, L.S., City Surveyor.

Section 2. Section 2 of the aforementioned Ordinance No. 2022-103 is hereby amended to read in its entirety as follows:

Section 2. The acquisition shall obligate the City to pay to the owner an amount not to exceed ~~\$11,500~~ \$12,600, consisting of the appraised easement values recited in Section 1, plus recording fees and any other necessary transaction costs. Said amounts shall be funded by the ~~2021-22~~ 2022-23 Budget of the Department of Environmental Services.

Section 3. This ordinance shall take effect immediately.

Strikeout indicates deleted text, new text is underlined

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-80

## **Extending the periods of performance and amending funding sources relating to the Housing Opportunities for Persons with AIDS program**

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

Section 1. The Mayor is hereby authorized to enter into amended agreements with the U.S. Department of Housing and Urban Development (HUD) so as to extend the periods of performance for Housing Opportunities for Persons with AIDS (HOPWA) projects as follows:

- a. extending by two years to a new total of five years the period of performance for the 2018-19 HOPWA projects under the HUD agreement authorized in Ordinance No. 2018-178; and
- b. extending by one year to a new total of four years the period of performance for the 2019-20 HOPWA projects under the HUD agreement authorized in Ordinance No. 2019-165.

Section 2. Section 2 and 3 of Ordinance No. 2022-193, appropriating funds and authorizing agreements for the HOPWA program, are hereby amended as follows:

Section 2. The Mayor is hereby authorized to enter into a professional services agreement with Trillium Health, Inc. to provide HOPWA program services. The maximum compensation for the agreement shall be ~~\$610,580.82~~ **\$618,699.83**, which shall be funded in the amounts of: \$548,868 from the appropriation of 2022-23 HOPWA funds

in Section 1 herein; ~~\$18,727.12 from the unspent HOPWA funds appropriated in Ordinance No. 2017-209~~; \$18,119.54 from unspent HOPWA funds appropriated in Ordinance No. 2018-190; ~~and \$24,866.16~~ \$1,712.29 from unspent HOPWA funds appropriated in Ordinance No. 2019-181; and \$50,000.00 from unspent HOPWA funds appropriated in Ordinance No. 2021-199. The term of the agreement shall be one year, with an option to extend for one additional year if funds from the original appropriations remain.

Section 3. The Mayor is hereby authorized to enter into a professional service agreement with Catholic Charities of the Diocese of Rochester to provide HOPWA program services. The maximum compensation for the agreement shall be ~~\$499,566.30~~ \$521,479.29, which shall be funded in the amounts of: \$449,074 from the appropriation of 2022-23 HOPWA funds in Section 1 herein; ~~\$15,322.18 from the unspent HOPWA funds appropriated in Ordinance No. 2017-209~~; ~~\$14,825.08~~ \$16,009.43 from unspent HOPWA funds appropriated in Ordinance No. 2018-190; ~~and \$20,345.04~~ \$1,400.97 from unspent HOPWA funds appropriated in Ordinance No. 2019-181; \$8,002.22 from unspent HOPWA funds appropriated in Ordinance No. 2020-180; and \$46,992.67 from unspent HOPWA funds appropriated in Ordinance No. 2021-199. The term of the agreement shall be one year, with an option to extend for one additional year if funds from the original appropriations remain.


Section 3. The agreements extended and amended herein shall contain such additional terms and conditions as the Mayor deems appropriate. If the fund sources are different, not available, or less than anticipated, the agreement amounts and terms may be adjusted accordingly.

Section 4. This ordinance shall take effect immediately

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest   
City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

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Ordinance No. 2023-81

## **Authorizing an agreement relating to the marketing of the Rochester Public Market**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement in the maximum amount of \$9,600 with Kelly McBride to provide management and advice regarding social media and other marketing efforts for the Rochester Public Market. The agreement shall have a term of one year. The cost of the agreement shall be funded in the amounts of \$1,000 from the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and \$8,600 from the 2023-24 Budget of DRHS, contingent upon approval of the latter budget.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

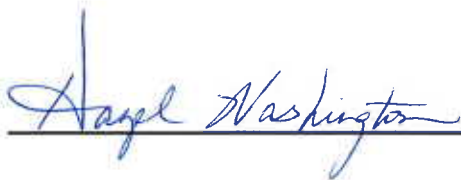
Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
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Ordinance No. 2023-82

## **Authorizing an agreement for the Bands on the Bricks Concert Series**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement in the maximum annual amount \$28,000 with Railroad Street Grill LLC to provide event management and beverage concession services for the Bands on the Bricks Concert Series. The agreement shall have a term of one year, with the option to extend for up to three periods of one year each. The cost of the agreement for the initial term shall be funded in the amounts of \$1,000 from the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and \$27,000 from the 2023-24 Budget of DRHS, contingent upon approval of the latter budget. The funding of any optional extensions of the term shall be from future budgets of DRHS, contingent upon their approval.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

---

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest  City Clerk





**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
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Ordinance No. 2023-83

**Authorizing an agreement for the STOP Violence Against Women Act grant program**

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

Section 1. The Mayor is hereby authorized to enter into an agreement with the New York State Division of Criminal Justice Services for the receipt and use of a Service Training Officers Prosecution (STOP) Violence Against Women Act formula grant in the amount of \$50,000 to support the employment of a full-time Community Support Counselor in the City's Crisis Intervention Services unit. The term of the agreement shall be one year.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7

Nays - None - 0.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
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Ordinance No. 2023-84

## **Authorizing a grant agreement and amending the 2022-23 Budget for the 2022 State Homeland Security Program**

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

Section 1. The Mayor is hereby authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services for the receipt and use of grant funds from the 2022 State Homeland Security Program (Program) in the amount of \$195,000. The term of the agreement shall be from September 1, 2022 through August 31, 2025.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Budget of the Fire Department by \$69,200 and to Undistributed Expenses by \$21,800, which amounts are hereby appropriated from the Program grant authorized herein.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

Handwritten signature of Hazel Washington in blue ink, written over a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

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Ordinance No. 2023-85

**Authorizing intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to traffic and crowd control services**

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

Section 1. The Mayor is hereby authorized to enter into an intermunicipal agreement with Monroe County (the County) for the Rochester Police Department to provide traffic and crowd control services at Innovative Field for Red Wings baseball games during 2023 in return for the County's reimbursement of the City's costs in an amount not to exceed \$94,000.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Budget by \$383,000 as follows:

- a. \$283,100 for the Budget of the Police Department, being the sum of \$34,800 in anticipated reimbursements from the County, which is hereby appropriated for the Services pursuant to the intermunicipal agreement authorized in Section 1, plus \$248,300 in anticipated

reimbursements from the Rochester City School District, which is hereby appropriated for the provision of police services at certain school facilities in accordance with the intermunicipal agreement authorized in Ordinance No. 2023-23; and

- b. \$99,900 for the Budget Undistributed Expense, being the sum of \$12,200 in anticipated reimbursements from the County, which is hereby appropriated for the Services pursuant to the intermunicipal agreement authorized in Section 1, plus \$87,700 in anticipated reimbursements from the Rochester City School District, which is hereby appropriated for the provision of police services at certain school facilities in accordance with the intermunicipal agreement authorized in Ordinance No. 2023-23.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, Smith - 6.

Nays - Councilmember Martin - 1.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-86

**Authorizing the grant and renewal of a cable television franchise,  
as amended**

WHEREAS, Spectrum Northeast, LLC (hereinafter referred to as "Charter" ~~because it is an indirect subsidiary of Charter Communications~~) holds a non-exclusive franchise to operate and maintain a cable television system in the City of Rochester pursuant to a ten-year cable franchise agreement authorized in Ordinance No. 91-533 (the "Franchise"), which was assigned to Time Warner in 1994, automatically extended as to its term by the New York State Public Service Commission ("PSC") in 2002 and continuing annually thereafter, and assigned to Charter in 2016;

WHEREAS, in return for the right to operate and maintain its system under the Franchise, Charter has been: a) paying to the City an annual franchise fee based on 5% of the gross revenues derived from Charter's operation of the Franchise ("Franchise Fee"); b) paying an annual subsidy to support the City's Government access ~~service on~~ Channel 12 channel ("City 12") pursuant to Public, Educational and Government television access ("PEG") rules established by the Federal Communications Commission ("FCC"); c) paying an annual subsidy for the City's public access channel presently operated by Rochester Community TV, Inc. ("~~RCTV~~ Public Access Channel") pursuant to PEG rules; and d) providing free cable television service to certain public buildings ("Municipal Drops");

WHEREAS, Charter has applied for a renewal of the Franchise;

WHEREAS, since the commencement of the Franchise in 1992, there have been numerous changes in regulatory and technological requirements which necessitate substantial changes to the terms of the Franchise going forward, including but not limited to the PSC's regulatory requirements and the FCC's Third Report and Order issued in 2019 ("FCC Order"), which modifies, among other issues, what PEG channel subsidies and Municipal Drops must be counted toward the 5% cap on the Franchise Fee;

WHEREAS, the City and Charter ~~and Charter~~ have negotiated the terms of an agreement to renew and extend the Franchise for a term of twelve years ("Franchise Renewal"), which includes modifications to the existing Franchise necessitated by technological and regulatory developments, including terms necessary to comply with the FCC Order; and

WHEREAS, the terms of the proposed Franchise Renewal ("Franchise Renewal Terms") have been provided to this Council and made available to the public for review in the City Clerk's Office in advance of a public hearing held on ~~January 19~~March 16, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Rochester as follows:

Section 1. The Council hereby approves and authorizes ~~the granting~~ the renewal of a non-exclusive franchise to Spectrum Northeast, LLC ("Charter") to operate and maintain a cable television system in the City of Rochester ("Franchise Renewal").

Section 2. The Mayor is hereby authorized to enter into a Franchise Renewal agreement with Charter for a term of twelve years, which agreement shall include substantially the same terms as the Franchise Renewal Terms provided by the Mayor and placed on file with the City Clerk, including but not limited to:

- a) Charter paying an annual Franchise Fee of 5% of its gross revenues as defined by the FCC Order and any other FCC orders and regulations and as documented by regular revenue reports going forward;
- b) Charter paying approximately ~~\$22,000~~ \$22,500 per year to support the City 12 government access channel;
- c) Charter's paying approximately \$1,622,800 over the twelve-year term of the agreement to support the ~~Public Access Channel~~ public access channel presently operated by RCTV;



d) Charter providing ~~free~~ a voluntary Municipal Drop cable television service to all major City government buildings, all Rochester Fire Department firehouses, all Rochester Police Department offices and stations, all four Neighborhood Service Centers and all R-Centers; and

e) At the six-year mark of the agreement, the parties shall have the opportunity to review and negotiate whether to modify the terms of the Public, Educational and Government television access ("PEG") support provisions set forth in clauses b and c above.

~~f) The City and Charter may add to or revise the foregoing Franchise Fee, City 12 government access channel, Public Access Channel and Municipal Drop obligations to the extent that the parties agree that doing so is necessary to abide by the FCC Order, by PSC orders and rules, or by any other present or future requirements arising from Federal, State or local law; and~~

~~g) The Franchise shall be operated in accordance with City Code Chapter 4A, Cable Television, and other City Code requirements with regard to the public right of way, insurance and bond amounts, dispute resolution, assigning and terminating the Franchise, and service to customers with hearing impairments.~~

Section 3. The Franchise Renewal Agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 4. This ordinance shall take effect immediately, provided, however, that the Franchise Renewal Agreement shall be subject to approval by the New York State Public Service Commission.

Strikeout indicates deleted text, new text is underlined

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-87

**Amending Ordinance No. 2023-25 and authorizing an agreement in relation to two Living Cities grant initiatives**

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

Section 1. Section 1 of Ordinance No. 2023-25, authorizing an agreement and amending the 2022-23 Budget for a Living Cities grant, is hereby amended as follows:

Section 1. The Mayor is hereby authorized to enter into an agreement with Living Cities for the receipt and use of ~~\$500,000~~ \$400,000 in funding to increase access to homeownership ~~and entrepreneurship~~ for residents of color. The term of the agreement shall be two years.

Section 2. The Mayor is hereby authorized to enter into an agreement with Living Cities for the receipt and use of \$150,201 in funding to increase access to entrepreneurship opportunities for residents of color. The term of the agreement shall be two years.

Section 3. The agreements authorized herein shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 4. This ordinance shall take effect immediately.

Strikeout indicates deleted text, new text is underlined

Passed by the following vote:

Ayes – President Meléndez, Councilmembers Lightfoot, Harris, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0

Attest *Angela Washington* City Clerk

# City of Rochester



City of Rochester

City Clerk's Office

## Certified Ordinance

---

Rochester, N.Y., \_\_\_\_\_  
TO WHOM IT MAY CONCERN

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-88

**Accepting a grant, amending the 2022-23 Budget and authorizing agreements relating to the preservation of historic society collections**

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

Section 1. The Mayor is hereby authorized to enter into a grant agreement with the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) for the receipt and use of a NYSOPRHP Legislative Initiative Grant of \$50,000 to fund inventory and assessment services, consultation with the Rochester Public Library and other Project stakeholders, relocation and other activities to preserve the historic collections of the Rochester Historical Society (the Project).

Section 2. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations of the Budget of the Office of the Mayor by \$50,000, which amount is hereby appropriated to the Project from the grant funds authorized in Section 1 herein.

Section 3. The Mayor is hereby authorized to enter into a professional services agreement with The Landmark Society of Western New York, Inc. to administer the Project for a term that extends through June 30, 2023. The maximum compensation for

the agreement shall be \$50,000, which shall be funded from the 2022-23 Budget of the Office of the Mayor.

Section 4. The agreements authorized herein shall have such additional terms and conditions as the Mayor deems appropriate.

Section 5. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes – President Meléndez, Councilmembers Lightfoot, Harris, Martin, Patterson, Smith - 6.

Nays - Councilmember Peo – 1.

Attest

  
\_\_\_\_\_

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-89

**Authorizing an agreement relating to strategic planning and training for Diversity, Equity and Inclusion and Cultural Competence Assessment**

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

Section 1. The Mayor is hereby authorized to enter into an agreement with All Things Diverse, LLC to provide to the Rochester Fire Department diversity, equity, inclusion, and cultural competence strategic planning and training services for a term of one year. The maximum compensation of \$178,067 shall be funded from 2022-23 Budget in the amounts of \$100,000 from Undistributed Expense, \$39,034 from the Department of Human Resource Management and \$39,033 from the Fire Department.


Section 2. The agreement shall have such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Smith - 6.

Nays - Peo - 1.

Attest  City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

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Ordinance No. 2023-90

**Authorizing an intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to County Historian services**

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

Section 1. The Mayor is hereby authorized to enter into an intermunicipal agreement with Monroe County (County) for the Rochester Public Library (Library) to perform certain specified duties of the County Historian, to relocate the County's historic archive collections to the Library's Local History and Genealogy Division in the Rundel Memorial Building, to maintain and evaluate those collections, and to consult with the County on the feasibility of sharing additional historian responsibilities and/or possible joint projects going forward (collectively, Historian Services). The agreement shall have a term of one year with the option to extend the term for up to four additional periods of 1 year each. The maximum compensation for the initial term shall be \$50,000, which shall be funded from anticipated reimbursements from the County appropriated to the 2022-23 Budget of the Public Library as authorized in Section 3 herein. The maximum compensation for any optional term extension shall be established by mutual agreement of the parties and as part of the City's annual Public Library budget process.

Section 2. The intermunicipal agreement shall contain such additional terms and conditions as the Mayor deems appropriate.



Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations of the Budget of the Public Library by \$50,000, which amount is hereby appropriated from anticipated reimbursements from the County for Historian Services.

Section 4. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7

Nays - None – 0.

Attest



\_\_\_\_\_  
City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-91

### **Authorizing an agreement for State lobbying services**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Greenberg Traurig, LLP to provide inter-governmental affairs services in connection with the City's interactions with the New York State government for a term commencing on February 1, 2023 and ending on December 31, 2023. The maximum compensation for the agreement shall be \$96,000, which shall be funded from the 2022-23 Budget of the Office of Mayor.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

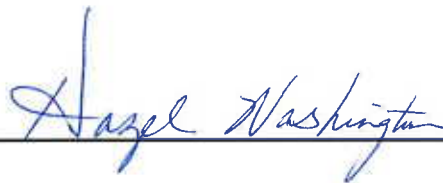
Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, Smith – 6.

Nays - Councilmember Martin – 1.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-92

## **Amending the Municipal Code to adopt a new Chapter 4A regarding Cable Television**

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

Section 1. Chapter 4A of the Municipal Code, Cable Television, as amended, is hereby repealed in its entirety and the Council hereby adopts a new Chapter 4A as follows:

### **Chapter 4A Cable Television**

#### **§ 4A-1. Purpose.**

The purpose of this chapter is to promote and protect the public welfare, regulate the use of the public streets and encourage the development and growth of cable service by providing standards and procedures for the construction, maintenance and operation of any cable system in the City of Rochester.

#### **§ 4A-2. Definitions.**

Whenever the following words and phrases are used in this chapter, they shall have the following meanings:

**AFFILIATED ENTITY** – Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

**BASIC SERVICE** – The Cable Service tier provided by a Franchisee that includes at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) access channels, to the extent required by applicable law.

**CABLE OPERATOR** – Any person or group of persons who provide cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system or who otherwise controls or is responsible for, through any arrangement, the management and operation of a cable system.

**CABLE SERVICE** – The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**CABLE SYSTEM** – A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

**CHANNEL** – A portion of electromagnetic frequency spectrum which is used in a Cable System and is capable of delivering a television channel.

**CHAPTER 4A** – The Cable Television Ordinance of the City of Rochester.

**CITY** – The City of Rochester, New York.

**CITY COUNCIL** – The Common Council of the City of Rochester, New York.

**CONSTRUCTION** – Any activity that physically invades and encumbers any public street, land or place within the City or the space over or under such street, land or place, including the reconstruction, rebuild or upgrade of a cable system.

FCC – Federal Communications Commission.

FRANCHISE – Any right and privilege or the renewal thereof awarded or granted by the City Council pursuant to § 5-23 and 5-24 of the City Charter and this chapter to a cable operator for the purpose of constructing, operating and maintaining a cable system within the City.

FRANCHISE AGREEMENT – An agreement containing terms and conditions relating to a franchise, executed by the Mayor and an authorized representative of the cable operator.

FRANCHISEE – Any person that is awarded a franchise to construct, operate and maintain a cable system within the City.

GROSS REVENUES – All revenue, as determined in accordance with generally accepted accounting principles (“GAAP”), received directly or indirectly by Franchisee or its Affiliated Entities derived from the operation of Franchisee’s Cable System in the City to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, and reconnection for video or audio programming;
- (9) fees for changing any level of Cable Service;
- (10) inside wire maintenance fees;
- (11) convenience fees;
- (12) fees for a Franchisee’s Leased Access Channels, channels designated for use by any entity that is unaffiliated with Franchisee pursuant to Section 612 of the Cable Act, 47 U.S.C. § 532;
- (13) rental of any and all Cable Service equipment, including converters and remote control devices;
- (14) fees for service calls related to Cable Service;
- (15) any and all locally-derived Cable Service advertising revenues;
- (16) locally-derived revenues or commissions from home shopping channels;
- (17) revenue from interactive Cable Services;
- (18) broadcast retransmission fees;
- (19) regional sports fees;
- (20) late payment fees;

- (21) billing fees;
- (22) any fees for services to City facilities; and
- (23) pass-through of Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, the FCC User Fee, or any taxes on services furnished by Franchisee and imposed directly upon any Subscriber or user by the City, state, federal or other governmental unit.

MAYOR – The Mayor of the City of Rochester or the Mayor's designee.

NYPSC – New York Public Service Commission.

PERSON – Any individual, association, firm, partnership, corporation or other legal entity, but not the City government.

STREET – Any public right-of-way or other public lands or places within the City over which the City has sufficient control to grant a franchise.

SUBSCRIBER – A person or entity who contracts with franchisee for, and lawfully receives the video signals and Cable Services distributed by the Cable System.

#### **§ 4A-3. Nonexclusive cable television franchise required.**

A. No person shall own, construct or operate a cable system in the City, unless the City has granted a franchise to that person pursuant to the provisions of the City Charter and this chapter.

B. Any franchise granted hereunder shall be nonexclusive, and the City reserves the right to grant a similar franchise to any other persons, at any time, pursuant to the provisions of the City Charter and this chapter, as they may be amended from time to time.

#### **§ 4A-4. Franchise term.**

The term of any franchise shall be no less than 10 nor more than 15 years from the date established in the ordinance awarding the franchise.

#### **§ 4A-5. Annual franchise fee.**

A. A franchisee shall pay the City an annual franchise fee expressed as a percentage of gross revenues, not to exceed the maximum percentage permitted by applicable federal and state law, as contained in the franchise agreement.

B. In the event that the franchise fee is not paid by the due date specified in the franchise agreement, the unpaid portion shall be subject to interest payments at the then-current prime rate as published in the Wall Street Journal, simple interest, until paid.

#### **§ 4A-6. Franchise renewal.**

A franchise may be renewed by the City pursuant to the procedures established in this section and applicable federal and state law and regulations.

A. During the six-month period which begins with the 36th month before the expiration of the franchise, the City may, on its own initiative, and shall, at the request of a franchisee, commence proceedings which afford the public in the franchise area appropriate notice and participation for the purposes of:

- (1) Identifying future cable-related community needs and interests; and
- (2) Reviewing the performance of the franchisee under the franchise during the then current franchise term.

B. Proposals for renewal.

- (1) Upon completion of such proceedings, the franchisee may submit a proposal for renewal. Upon the request of the City a franchisee shall submit a proposal for renewal.
- (2) Any such proposal shall contain such material as the City may require, including proposals for an upgrade of the cable system.
- (3) The City may establish a date by which any such proposal shall be submitted.

C. Renewal; administrative proceedings.

(1) Upon submittal of a proposal for the renewal of a franchise, the City shall provide prompt public notice of such proposal and, during the four-month period which begins on the completion of any proceedings under Subsection A, shall either renew the franchise or issue a preliminary assessment that the franchise should not be renewed and commence at the request of the franchisee or on its own initiative an administrative proceeding to consider whether:

(a) The franchisee has substantially complied with the material provisions of this chapter and the existing franchise agreement and with other applicable law;



(b) The quality of the franchisee's entire cable service, except for the mix, quality and level of specific programming or other services provided over the system, has been reasonable in light of community needs;

(c) The franchisee has the financial, legal and technical ability to provide the cable services, facilities and equipment as set forth in the proposal; and

(d) The proposal is reasonable to meet future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) In any administrative proceeding, the franchisee and the public shall be afforded notice, and the franchisee and the City shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence and to question witnesses, related to the factors set forth in Subsection C(1). A transcript shall be made of any such proceeding.

(3) At the completion of an administrative proceeding, the City shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding and shall transmit a certified copy of such decision to the franchisee. Such decision shall state the reasons therefor.

D. Any refusal to renew a franchise or denial of a proposal for renewal shall be based only on one or more adverse findings made with respect to the factors set forth in Subsection C(1), based upon the record of such proceeding. The City may not base a refusal to renew or a denial of renewal upon factors in Subsection C(1)(a) and (b) unless the City has given a franchisee notice of and an opportunity to cure violations or problems or has waived, in writing, its right to object to, or it is adequately documented that the City has effectively acquiesced in, such violations and problems.

E. If a franchisee's proposal for renewal has been denied by a final decision of the City made pursuant to this section or if a franchisee has been adversely affected by a failure of the City to act in accordance with the procedural requirements of this section, the franchisee may seek review of such final decision within 120 days of the date of the issuance of the decision either in Federal District Court for the Western District of New York or in Supreme Court in Monroe County. The Court shall grant appropriate relief if it finds that any action of the City is not in substantial compliance with the procedural requirements of this section or that the denial of the renewal proposal by the City is not supported by a preponderance of the evidence based on the record of the proceeding conducted under this section.

F. Any decision of the City on a proposal for renewal shall not be considered final unless all administrative review by the State of New York has occurred or the opportunity therefor has lapsed.

G. Notwithstanding the provisions of this section, a franchisee may submit a proposal for the renewal of a franchise at any time, and the City may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time, including after proceedings pursuant to this section have commenced. The provisions of this § 4A-6A through F shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a proposal for renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with Subsections A through F of this section.

#### **§ 4A-7. Franchise revocation.**

In addition to all other rights and remedies retained by the City under this chapter or otherwise, the City shall have the right to revoke a franchise and all rights and privileges of a franchisee if the franchisee has made a material misrepresentation of fact during the franchise application or renewal process or fails to comply substantially with any material provision of this chapter or the franchise agreement after notification and opportunity to cure. The City shall not have the right to revoke a franchise if a material misrepresentation or breach occurs without any fault of a franchisee or occurs as a result of circumstances beyond a franchisee's control; provided, however, that no material misrepresentation or breach shall be excused by economic hardship or by the misfeasance or malfeasance of a franchisee's directors, officers, employees or agents. Revocation shall be by ordinance of the City Council, duly adopted by 3/4 of all the members of the Council, in accordance with the following procedures:

A. In the event that the City finds that grounds exist for revocation of a franchise, the Mayor shall send written notice of the violation of a material term or condition of the franchise agreement or this chapter to franchisee, describing the misrepresentation or breach or failure and why the misrepresentation, breach or failure is material and substantial. The franchisee shall have 30 days subsequent to receipt of the notice to address the misrepresentation or correct the failure or to rebut the violation in writing and request a hearing, unless the time is extended by the Mayor for good cause shown by the franchisee.

B. If franchisee submits a written statement rebutting the violations and requesting a hearing, the Mayor shall within thirty (30) days of receipt of franchisee's statement either:

- (1) Issue a written decision withdrawing the notice of violation;
- (2) Settle with franchisee by agreeing to terms for resolution of the violations and schedule for compliance;
- (2) Notify franchisee that a revocation hearing is scheduled.

C. The Mayor or the Mayor's designee, including as appropriate to the nature of the violation, the Commissioner of Environmental Services or the Director of Finance, as hearing officer, shall hold a public hearing upon reasonable notice, which shall not be less than thirty (30) days, affording due process to consider revocation of the franchise. At the public hearing, the franchisee shall be permitted to be represented by counsel, and shall have the ability to submit evidence and summon witnesses on its behalf, to inspect appropriate documents and to cross-examine opposing witnesses. Compliance with the technical rules of evidence shall not be required. There shall be a stenographic record of the public hearing. The hearing officer shall, within 21 days of the hearing, make a written recommendation upon stated grounds to revoke the franchise absolutely or conditionally or decline to revoke the franchise, with or without conditions.

D. A recommendation by the hearing officer to revoke the franchise shall be submitted to City Council at its next available meeting. If City Council acts to revoke a franchise by ordinance duly adopted by  $\frac{3}{4}$  of all members of the Council, the franchisee shall have the right to appeal such revocation decision to a court of competent jurisdiction. The filing of a timely appeal by the franchisee shall operate to stay the effect of the revocation ordinance pending resolution of the issues on appeal and all rights and obligations of the parties under this chapter and the franchise agreement shall continue.

**§ 4A-8. Restrictions against assignment and transfer.**

A. No assignment or transfer by a franchisee of its franchise shall be made without the prior approval of the City Council by an ordinance duly adopted by  $\frac{3}{4}$  of all the members of the Council. Such approval shall not be unreasonably withheld and the grounds for approval shall be that the proposed transferee is technically, financially and legally qualified as a cable operation and that the transferee shall comply with all provisions of this chapter and the franchise agreement. The proposed transferee shall execute a legally binding document evidencing that it will be bound by the terms and conditions of the franchise agreement.

B. Assignments or transfers requiring prior written approval by the City include:

- 1) franchisee's, including any Affiliated Entity's, assignment or transfer, through its own action or by operation of law, of its right, title or interest in the Cable System or Franchise Agreement;
- 2) franchisee's, including any Affiliated Entity's, assignment or transfer, through its own action or by operation of law, of its control of the Cable System or the Franchise Agreement; and

3) franchisee's, including any Affiliated Entity's, sale, conveyance, transfer, exchange or release of more than fifty percent (50%) of its equitable ownership in the Cable System.

C. Notwithstanding the foregoing, no approval of the City shall be required for (i) a transfer in trust, by mortgage, by other hypothecation, or by assignment to a financial institution of any rights, title, or interest of franchisee in the Franchise Agreement or in the Cable System to secure indebtedness, provided that the transferee agrees to be bound by all the terms and conditions of the Franchise Agreement and this Chapter; or (ii) a transfer, assignment, or change of control of any rights, title, or interest in the Franchise Agreement, the Cable System or to any Affiliated Entity.

D. Failure of a franchisee to comply with the provisions of this section shall be deemed a material violation sufficient to justify revocation of the franchise.

#### **§ 4A-9. Foreclosure.**

Upon the commencement of proceedings to foreclose or judicially sell all or any part of the cable system, a franchisee shall immediately notify the Mayor, in writing, of such fact, and the approval of  $\frac{3}{4}$  of all the members of the City Council to transfer control of the franchise shall be required.

#### **§ 4A-10. Bankruptcy and receivership.**

In order to pursue the governmental purposes set forth in § 4A-1 and to ensure adequate and uninterrupted cable television service, in the event that a franchisee or any parent organization of a franchisee seeks protection from creditors in any judicial forum, including filing a petition in bankruptcy, or is involuntarily placed in bankruptcy or receivership, the Corporation Counsel shall immediately seek an order compelling assumption or rejection of the franchise agreement and providing that no assumption shall be effective unless any default is cured and adequate assurance is provided for future performance of the franchise agreement. No assignment of the franchise agreement to any entity shall be permitted unless the City Council shall, in its discretion, as set forth in § 4A-8 above, find such entity to be technically, financially and legally qualified as a cable operation, nor shall any such assignment contain provisions less stringent or less beneficial to the subscribers and the City than those set forth in the franchise agreement. The City shall retain the right to pursue any and all other remedies which may be available under federal or state law at the time of such occurrence.

#### **§ 4A-11. Construction and installation of system.**

A. Any franchisee is hereby granted the right and privilege and an easement to construct, erect, place, operate, repair and maintain poles, wires, transmission lines, distribution lines, service lines and cable television and communications equipment in

and on, under and over all public streets, lands and places in the City for the purpose of furnishing the City and its inhabitants with cable services, subject to the approval of the City Engineer and the requirements of Chapter 104 of the Municipal Code and the Rules and Regulations for Work in the Right-of-Way ("Rules and Regulations") adopted thereunder.

B. A franchisee shall not erect any poles on the streets of the City without the prior approval of the City Engineer as to specific locations. Whenever the telephone or other utility companies have erected poles, a franchisee shall be expected to enter into a joint use agreement for those poles. A franchisee shall not apply to the City Engineer to erect its own poles unless a franchisee has been unable in good faith to enter into such joint use agreement and any new poles shall be subject to approval as set forth in the Rules and Regulations.

C. In those areas of the City where no poles exist and where a franchisee has not secured the City Engineer's approval to install its own poles, which approval shall not be withheld unreasonably, all wiring of the system shall be constructed underground.

D. Prior to the commencement of any construction, including reconstruction, rebuild or upgrade, of any part of the system, a franchisee shall submit to the City Engineer a construction plan showing the location and design of all proposed construction and a schedule therefor.

E. The proposed construction schedule shall be subject to the approval of the City Engineer; provided, however, that construction shall take no longer than four years to complete. All construction, including reconstruction, rebuild and upgrade, required pursuant to a franchise agreement shall commence no later than six months after the award or renewal of the franchise or the order of the City, whichever is applicable, and shall proceed according to the approved schedule.

F. A franchisee shall apply for all required permits and shall not undertake any construction without receipt of such permits, which shall not be delayed or withheld unreasonably.

G. The construction, installation and maintenance of a cable system shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Code, the National Electrical Safety Code, and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the NYPSC and the generally applicable law, ordinances and construction standards of the City, as amended from time to time.

H. The City shall have the right to specify the methods and materials to be used by a franchisee in any construction affecting the surface or bed of any public street or any public lands or places, and to specify the location of any equipment or facilities

proposed by a franchisee to be placed within or upon any public street or any public lands or places. The City shall have the right reasonably to condition and limit the construction work of a franchisee to assure a minimum of inconvenience to the traveling public.

I. All of a franchisee's construction shall be conducted in such a manner as to cause minimum interference with the rights and reasonable convenience of the public and any property owners that may be affected by the construction.

J. A franchisee shall promptly repair and restore to its previous condition any private or public property which may have been damaged as a result of the construction or maintenance of the system within ten (10) business days occurrence of the damage, weather permitting. All repairs and restorations shall comply with the Rules and Regulations, so long as the Rules and Regulations are applied to franchisee in a non-discriminatory manner. Upon failure of a franchisee to timely comply with the requirements of the Rules and Regulations and the City having notified franchisee in writing of the repairs and restoration required, the City may cause proper repairs and restoration to be made and the costs of such work shall be paid by franchisee upon demand by the City, by direct payment or in the City's sole discretion, a claim against the surety bond. Franchisee shall be treated the same as other similarly situated entities.

K. Cable service shall be extended at regular installation and monthly service rates to all residential areas where there is a density of 20 residences per linear strand mile for aerial cable as measured from a franchisee's closest technologically feasible tie-in point that is actively delivering cable service as of the date of a request for service. A franchisee shall extend cable service to areas where there is a lesser density upon payment by requesting households in such areas of a higher installation rate not to exceed the franchisee's actual and direct costs divided equally among the number of requesting households.

L. For subscribers requesting connection requiring an aerial drop line within 150 feet aerial distance from a franchisee's point of connection to its distribution line, a franchisee shall extend cable service at the regular installation rate. For aerial connections in excess of 150 linear feet and any underground installations, Subscribers shall pay at a rate not to exceed the franchisee's actual costs of installation.

M. The system shall be constructed so as to provide an emergency alert system as required by the FCC.

N. The City Engineer shall have the right to inspect all construction and all installation work within any public street or on any public lands or places that is performed by a franchisee or under contracts with a franchisee.

O. A franchisee shall submit to the City Engineer detailed as-built drawings reflecting the location of all construction, including reconstruction, rebuild or upgrade, as required by the City Rules and Regulations.

P. A franchisee shall have the right to remove, trim, cut and to keep clear of its poles, cables, underground conduits and related equipment the trees in and along the public streets, however, a franchisee shall not cut or damage said trees to any greater extent than is reasonably necessary for the construction, erection, installation, maintenance and use of cable television system equipment. Any such tree trimming and any cutting down and removal of trees shall only be performed in accordance with Section 89-9 of the Municipal Code and the Rules and Regulations.

Q. A franchisee shall promptly upon discovery or notification cover or remove any graffiti on its equipment and facilities.

R. A franchisee shall be required, at its expense, to protect, support, temporarily disconnect, relocate in or remove from public streets, lands or places any property of the franchisee whenever required by the Mayor upon reasonable notice by reason of traffic conditions, public safety, street construction or any other public purpose. In addition, a franchisee may be required, at its expense, to move any part or all of its equipment and facilities from any public streets, lands or places upon the termination or revocation of the franchise, as may be directed by the Mayor upon reasonable notice, provided that such direction is in accordance with federal and state law where applicable.

S. The franchisee on the request of any person, firm or corporation holding a building moving permit issued by the City shall temporarily raise or lower its wires to permit the moving of buildings. The direct and actual expense of such temporary removal, raising or lowering of wires shall be paid to the franchisee, by the person, firm or corporation requesting the same, and the franchisee shall have the authority to require such payment in advance. The franchisee shall be given not less than 48 hours' advance notice to arrange for such temporary wire changes.

#### **§ 4A-12. Obligations of residential developers.**

In all areas where new residential development or redevelopment is to be constructed and to be served in whole or in part by underground power and telephone, and only in areas where both utilities are to be placed underground, the owner or developer shall provide a franchisee, upon reasonable advance notice to the franchisee and for not less than five working days, at no expense to the franchisee, the easement, trench and backfill and all necessary substructure for laying cable television cables, exclusive of all electronic cable television facilities.

### **§ 4A-13. Channels for public, educational and governmental use.**

A. A franchisee that operates a cable system shall provide one public access channel, one educational access channel and one government access channel, (collectively the PEG channels).

B. A franchisee and the City shall operate and manage the PEG channels as set forth in a franchise agreement between the parties.

C. If a franchisee manages its own program guide, provided that the administrator or operator of an access channel gives the franchisee the necessary programming information in a timely manner, franchisee shall publish the programming information available on each of the access channels in its own programming guide. For any program guides managed by a third party, franchisee shall provide the necessary information about such third party vendor to the City and to any access channel administrator and shall take the necessary steps to facilitate a request by the City or such access channel administrator to place PEG programming information on such program guide.

### **§ 4A-14. Public access.**

A. Public access is the means for enabling individuals or organizations within the community to communicate via the cable television medium noncommercial information, ideas and opinions regarding subjects that would be of interest to viewers in the community. This communication may take any of the following forms:

- (1) Programming produced using studio equipment and facilities;
- (2) Programming produced using electronic field equipment and facilities; and
- (3) Programming converted from the use of consumer equipment.

B. In order to achieve the foregoing purposes:

- (1) The public access channel shall be administered and operated by a not-for-profit corporation that the Mayor selects or causes to be created;
- (2) The franchisee shall provide the corporation annually at the beginning of each year a grant of money to be used by the corporation for capital purposes, for the maintenance, repair and replacement, including upgrade, of the equipment and facilities, the initial amount of the grant to be specified in the franchise agreement or any renewal thereof;



- (3) The annual grant may be financed by a monthly surcharge of equal amount to each subscriber, which may be itemized by the franchisee on the monthly bill.
- (4) The corporation shall enter into a contract of one or more years with the City regarding the administration and operation of the channel, which contract shall contain such terms and conditions as the Mayor shall deem appropriate; provided, however, that the contract shall contain at least the following terms and conditions:
- (a) Procedures for training, use of equipment and facilities and cablecasting shall be designed to assure swiftness of access, broad public availability and nondiscrimination or monopolization; provided, however, that nothing contained herein shall prohibit the charging of reasonable fees and deposits subject to the Mayor's approval;
- (b) A substantial amount of the programming shall be produced in the Rochester metropolitan statistical area and shall be related to subjects of concern or interest to residents or subgroups of residents of the City;
- (c) Programming produced by an organization shall be related to the organization's mission, values, purposes, operations, products or services;
- (d) An annual operating and capital budget shall be adopted by the corporation, a copy of which shall be provided to the Mayor and the President of the City Council; and
- (e) Financial records shall be kept in accordance with generally accepted accounting principles, shall be available to inspection by the Mayor and shall be independently audited by a certified public accountant once a year, a copy of which shall be provided to the Mayor and the President of the City Council.

**§ 4A-15. Required services.**

A. A new franchisee shall provide the equipment, facilities and services offered in its franchise application. A renewing franchisee shall provide the equipment, facilities and services offered in its franchise renewal agreement.

B. A franchisee shall offer to subscribers a reduced level of cable service consisting of substantially fewer channels than the full-channel capacity of the franchisee's cable system. Such level of service shall include the local television broadcast signals, provided they are available and the provisions of 17 U.S.C. § 111(c) and (d), regarding a compulsory license for secondary transmissions by cable systems, remain in full force and effect; the government and one public access channel to be specified by the Mayor if there are more than one, and such other channels and programming generally available to the cable television industry and reflecting the varied needs and interests of the residents of the City as may be selected by the franchisee in its sole discretion. A franchisee shall charge subscribers for this level of cable service a monthly rate that is

lower than the monthly rate charged subscribers for the franchisee's full-channel service, exclusive of premium or pay-per-view programming services, and that is commensurate with such reduced level of service.

**§ 4A-16. Operations.**

A. A franchisee shall maintain all equipment and segments of the cable system in good condition throughout the entire franchise period.

B. A franchisee shall make cable system repairs promptly and interrupt cable service only for a good cause and for the shortest time possible. Any such interruptions, insofar as possible, except in emergency situations, shall occur only during periods of minimal cable system use. A franchisee shall not interrupt service for any purpose within its reasonable control without advising its subscribers during the previous 24 hours by means of repeated alphanumeric notices on its channels.

C. A franchisee shall, throughout the entire franchise period, meet the technical, operational and maintenance standards and quality of cable service set forth in § 4A-11G and the franchise agreement. A franchisee shall maintain records of its compliance with these standards, and such records shall be available for inspection by the Mayor upon reasonable notice during normal business hours.

D. A franchisee shall not allow its cable or other operations to interfere with television reception of persons not serviced by the franchisee, nor shall the cable system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents of the City.

**§ 4A-17. Subscriber rates.**

A franchisee shall provide notice of its rates and charges in compliance with New York State laws and NYPSC requirements, including providing notice upon initial subscription, and at least semi-annually thereafter.

**§ 4A-18. Consumer service standards.**

- A. A Franchisee shall comply with the customer service standards as set forth in Chapter VIII, Part 890 of the Rules and Regulations of the NYPSC, as amended, and Title 47, Section 76.309 of the FCC Regulations, as amended.
- B. The Mayor shall appoint a City Cable Television Compliance Officer to be responsible for assuring that all reasonable steps have been taken to satisfactorily resolve complaints. The complaint officer shall conduct investigations of unresolved complaints as deemed necessary to effectuate resolution. Such officer shall maintain

records of all complaints and their disposition and shall retain copies for a period of two years.

C. In the event that any complainant is unsatisfied with a franchisee's attempts to resolve a complaint, such complainant may register a complaint orally or in writing directly with the City Cable Television Compliance Officer who shall promptly investigate the complaint and attempt to resolve it.

D. Reliability of service; tests and analyses.

(1) Franchisee shall conduct any tests required by the FCC to ensure that the Cable System complies with applicable FCC standards. Franchisee shall retain written reports of the test results and such reports shall be provided to the City within thirty (30) days of a written request, provided that franchisee shall not be required to provide such tests more than once in any calendar year.

(2) Upon thirty (30) days written notice to franchisee, the City or its designated representative may inspect the Cable System at any time to ensure compliance with the Franchise Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. Franchisee shall cooperate with such inspection. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may require franchisee, in writing, to make the necessary repairs and alterations specified therein to correct the unsafe condition within a reasonable time established by the City, which in no case shall be less than 30 days from receipt of written notice, unless otherwise required by the City Engineer in the reasonable exercise of his or her power pursuant to Chapter 104 of the Municipal Code and the Rules and Regulations.

E. A franchisee shall not discriminate in the provision of cable services, including access thereto, against any subscriber, channel user or general citizen on the basis of age, race, color, creed, religion, national origin, marital status, sex, sexual orientation, disability or residential income of a local area.

F. A franchisee shall not, in its charges or rates or in the availability of the services or facilities of its system, make or grant advantages or preferences to any individual subscriber or potential subscriber of the system or any individual user or potential user of the system. Nothing in this subsection shall be construed to prohibit the reduction or waiving of charges or rates for promotional or competitive purposes.

G. A franchisee shall annually provide subscribers with a complete list of service offerings, options, prices and credit policies.

H. Within seven days of the receipt of any request for connection from any person who is located within an area then served by a franchisee, the franchisee shall

furnish cable service to such person, unless a longer period of time is required to obtain legal right of access.

I. A franchisee shall afford consumers with the right to rescind ordered cable services, which right shall last until the earlier of either initiation of physical installation or provision of the services on the premises.

J. In the operation of its system, a franchisee shall not interfere in any way with the right of any resident to utilize an individual antenna for the purpose of receiving television and other signals off the air.

K. A franchisee shall not disconnect or discontinue service for delinquency in payment without complying with the applicable rules and regulations of the NYPSB which require at least five days' prior written notice to the subscriber and provision to the subscriber of an opportunity to cure the delinquency at the time of discontinuance or disconnection. Where a franchisee has improperly disconnected or discontinued service, it shall provide free reconnection.

L. Personal privacy of subscribers.

(1) A franchisee shall strictly observe and protect the right of personal privacy of subscribers and users of its cable system at all times. At the time of first providing any cable service or other service to a subscriber and at least once a year thereafter, a franchisee shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of:

(a) The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(b) The nature, frequency and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(c) The period during which such information will be maintained by a franchisee;

(d) The times and place within the City at which the subscriber may have access to such information; and

(e) The limitations provided by this section with respect to the collection and disclosure of such information by a franchisee and the rights of the subscriber.

(2) For purposes of this section, the term "personally identifiable information" is defined in accordance with 47 U.S.C. 551(a)(2).

(3) Collection of information.

(a) Except as provided in Subsection L(3)(b) a franchisee shall not use its cable system to collect personally identifiable information concerning any subscriber without the prior written consent of the subscriber concerned.

(b) A franchisee may use its cable system to collect such information in order to:

[1] Obtain information necessary to render a cable service or other service provided by the franchisee to the subscriber; or

[2] Detect unauthorized reception of cable service.

(4) Disclosure of information.

(a) Except as provided in Subsection L(4)(b), a franchisee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(b) A franchisee may disclose such information if the disclosure is:

[1] Necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the franchisee to the subscriber;

[2] Made to any governmental entity pursuant to a court order authorizing such disclosure, as provided in Subsection L(8), provided the subscriber is notified of such order by the person to whom the order is directed; or

[3] Made only in order to disclose the names and addresses of subscribers to any cable service or other service if the franchisee has provided the subscriber the opportunity to prohibit or limit such disclosure and the disclosure does not reveal, directly or indirectly, any other personally identifiable information.

(5) Subscriber consent to collect and access information.

(a) Subscriber consent to the collection or disclosure of personally identifiable information shall be obtained in accordance with U.S.C. 551(b) and (c) and other applicable federal laws and regulations.

(b) A subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a franchisee. Such information shall be made available to the subscriber at reasonable times and at a place

within the City designated by the franchisee. A subscriber shall be provided reasonable opportunity to correct any error in such information.

(6) A franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests, requirements or orders for access to such information under subsection L(4)(b)(2).

(7) A governmental entity may obtain personally identifiable information concerning a subscriber pursuant to a court order only if, in the court proceeding relevant to such court order, such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case and the subject of the information is afforded the opportunity to appear and contest such entity's claim.

(8) Nothing contained in this section shall prohibit a franchisee from contracting for billing services, provided that any contractor agrees, in writing, to be bound by the provisions of this section and the penalties imposable under this chapter.

(9) Any person aggrieved by any act of a franchisee in violation of this section may seek damages pursuant to the provisions of the Cable Communications Policy Act of 1984. This redress shall be in addition to any other lawful remedy available to such person.

#### **§ 4A-19. Performance reviews.**

A. The City and a franchisee shall hold regular performance review sessions at 2 1/2 years, five years and 7 1/2 years from the award or renewal of a franchise and also as may be required by federal and state law.

B. Special performance review sessions may be held at any time during the term of a franchise at the request of the City or the franchisee.

C. All regular performance review sessions shall be open to the public and announced at least once by the City in a newspaper of general circulation. A franchisee shall advise its subscribers of all regular review sessions by alphanumeric notices on its channels between the hours of 7:00 p.m. and 11:00 p.m. for five consecutive days preceding each review.

D. Topics which may be discussed at any regular or special performance evaluation session may include but need not be limited to cable services, video programming, free or discounted services, system performance, customer complaints, service rate structures, application of new technologies, privacy, line extension policies,

the franchise fee, penalties, franchisee or City rules and regulations, amendments to this chapter and judicial and administrative rulings.

**§ 4A-20. Books and records.**

A. A franchisee shall maintain complete and accurate books of account and records of its business and operations within the boundaries of the City and shall issue an annual financial report, described more fully in Subsection E, compiled in accordance with applicable governmental rules and regulations or, if no such rules and regulations are in effect, in accordance with generally accepted accounting principles, which report shall have been audited and reported upon by an independent certified public accountant. All such books and records shall be maintained at the franchisee's major office in the City.

B. Any intentional or material false entry in the books of account or records of a franchisee or any material false statement to the reports concerning the same that a franchisee submits to the City shall constitute a prima facie substantial breach of this chapter and the franchise agreement.

C. All books, records, journals, ledgers, bank account records, canceled checks and other records of a franchisee pertaining to the performance of its franchise activities and obligations in the City, as required by the FCC and as specified in C.F.R. § 76.1700, shall be open to inspection by the Mayor from 9:00 a.m. to 5:00 p.m., Monday through Friday, upon thirty (30) business days' notice.

D. Within 60 days after each calendar quarter, upon request of the City, a franchisee shall file with the Mayor a report stating by each category of revenue the amount of gross revenues that were received by the franchisee during the prior quarter.

E. Filing of financial information.

(1) Franchisee shall file with the City such financial information as required by the Franchise Agreement and any requirement of the NYPSC or the FCC.

**§ 4A-21. Nondiscrimination and affirmative action.**

A. A franchisee shall not refuse to hire, employ or promote, nor bar nor discharge from employment nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, color, national origin, creed, religion, marital status, sex, sexual orientation, gender identity or disability.

B. A franchisee shall comply with Section 634 of the Cable Communications Policy Act of 1984 and shall submit simultaneously to the City all the equal employment

opportunity reports it submits to the Federal Communications Commission and any certifications or evaluations it receives from the Commission.

C. A franchisee shall, to the maximum extent lawful and consistent with good business practices, contract for work to be performed, services to be rendered or materials to be purchased in connection with the franchise with minority and women business enterprises and will work with the City, to support this goal.

#### **§ 4A-22. Insurance.**

A. At all times during the term of any franchise hereunder, a franchisee shall maintain insurance policies certified by the City's Director of Finance as being in compliance herewith. Such policies shall be with an insurance company that is authorized to do business in New York and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by franchisee or any of its contractors, subcontractors, agents or employees. The franchisee shall pay all premiums on such policies and file with the Director of Finance appropriate written evidence of the payment of premiums. The franchisee shall file with the Director of Finance a certificate of insurance for each policy. The policies shall be in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than Five Million Dollars (\$5,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than Five Million Dollars (\$5,000,000).

(3) The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be Three Million Dollars (\$3,000,000).

B. The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required herein.

C. Franchise shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section and without submitting insurance certificates to the City verifying that franchisee has obtained such alternative insurance. Franchisee shall provide the City with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.



D. Franchisee shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement.

E. A franchisee shall also carry insurance to protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.

#### **§ 4A-23. Security.**

A. Within 90 days after commencement of the franchise term, a franchisee shall deposit with the City, or in the case of a franchise renewal, franchisee shall maintain a security instrument or bond, reasonably acceptable to the City Director of Finance or the Corporation Counsel, in the amount of One Hundred Thousand Dollars (\$100,000) (the "Security"). Such amount shall act as security for the faithful performance by franchisee of the requirements of this Agreement, The City may draw upon the Security as a result of and to correct or remedy any breaches or violations of this Agreement, including but not limited to failure to pay required fees or compensation, failure reimburse the City for work performed by the City pursuant to this Agreement, failure to remove franchisee's property, wires, cable or equipment as requested, failure to repair and restore the ROW, failure to maintain required insurances and any other material obligations to the City, whatsoever, arising out of this Agreement or the Permits. It shall be a condition to payment under the Security that, except as otherwise set forth herein, that franchisee shall not have corrected or cured the breach or violation within thirty (30) days from written notification to franchisee of the breach or violation, except such shorter time as required by the City in the case of failure to maintain required insurance or to correct emergency conditions, and in the event that franchisee fails to pay any fees or costs due and payable under this Agreement or the Permits, within ten (10) days of service of a demand for payment.

B. Within 30 days after notice to it that any amount has been withdrawn from the Security, a franchisee shall restore the surety instrument or fund to the original amount of \$100,000.

#### **§ 4A-24. Liquidated Damages.**

The failure of a franchisee to comply with certain material requirements of this Chapter may result in harm to the City, the financial cost of which may difficult to measure. The City may assess liquidated damages in accordance with the specific amounts set forth in the franchise agreement.

#### **§ 4A-25. Indemnification of City.**

Franchisee shall, at its sole cost and expense, indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of franchisee, its officers, agents, contractors or employees arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of franchisee. The City shall give franchisee timely written notice of its obligation to indemnify and defend the City after receipt of a claim or action pursuant to this section. For the purposes of this section "timely" notice shall mean at least 15 days before any response from franchisee to the claim or action is due. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees ordered by a court in an action brought pursuant to this section. If the City determines that it is necessary for it to employ separate counsel, in addition to that provided by franchisee, the cost for such separate counsel shall be the responsibility of the City. Franchisee shall not indemnify the City to the extent that a claim results from willful, intentional, malicious, or otherwise unlawful acts, or gross negligence on the part of the City.

#### **§ 4A-26. No recourse against City.**

A franchisee shall have no recourse whatsoever against the City or its officers, employees, agents, boards or commissions for any loss, costs, expenses or damages arising out of any provision or requirement of this chapter or due to the good faith enforcement of this chapter or the franchise agreement. This provision shall not prevent a franchisee from asserting any legal right or pursuing any legal remedy it believes it possesses with regard to this chapter.

#### **§ 4A-27. Further approvals.**

A franchise award or renewal and franchise agreement are subject to approval by the NYPSC. A franchisee shall file all appropriate and necessary documentation for such approval with the NYPSC within 60 days from the date the franchise is awarded or renewed.

#### **§ 4A-28. Notices.**

Every direction, notice or order to be served upon the franchisee shall be sent by certified mail to its office located in the City and as set forth in a franchise agreement and/or franchise renewal agreement. Every notice to be served upon the City shall be sent by certified mail to the Mayor. Such notice, direction or order shall be deemed to have been given upon its delivery.

**§ 4A-29. Successors and assigns.**

All of the provisions of this chapter shall apply to a franchisee, its successors and assigns, as such may be approved by the City in accordance with the provisions hereof.

**§ 4A-30. Nonenforcement by City.**

A franchisee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise agreement by reason of the failure of the City to enforce prompt compliance.

**§ 4A-31. Mayoral rules and regulations.**

The Mayor shall have the right to adopt such rules and regulations as the Mayor may find reasonable or necessary in furtherance of the provisions of this chapter, provided that such rules and regulations are not in conflict with the provisions of this chapter.

**§ 4A-32. Severability.**

If any provision of this chapter or the particular application thereof shall be held void or otherwise invalid by any court or regulatory agency of competent jurisdiction, or is pre-empted by federal or state laws or regulations, the remaining provisions and their application shall not be affected thereby.

**§ 4A-33. Legislative power.**


In addition to any other legislative right and power the City Council may have, the Council expressly reserves the right and power to amend this chapter to the extent authorized by federal and state law by virtue of changes therein that may be enacted or otherwise become effective on or after the effective date of this chapter.

Section 2. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith – 7.

Nays - None - 0.

Attest  City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

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**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-93

**Amending the City's Policy and Procedures relating to the compensation threshold requiring Council approval for professional services agreements, as amended**

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

Section 1. The document entitled "Policy and Procedures for Procurement of Professional Services and Requests for Proposals," adopted in Ordinance No. 2012-318 and amended in Ordinance Nos. 2015-284 and 2018-54, is hereby further amended:

A. In Step 2 thereof as follows:

**Step 2. Determine whether Request for Proposal is required**

Once it has been determined that a PSA will be used to obtain the services, the process for obtaining a consultant will depend on several factors, including the monetary value of the contract, the nature of the work, the term of the contract and the City's previous experience with this or similar contracts. Unlike a public works contract, which by law is subject to a formal competitive bidding process, professional services may be secured "through negotiation or through solicitation of proposals" (section 2.1 of the City's Procurement Procedures.)

The benefit of the Request for Proposal ("RFP") process is that it allows the City to explore the market of potential providers for creative approaches, specialized experience, quality of service, and cost differentials.

Generally, an RFP should be prepared when any of the following criteria occur:

- The service will be for more than one year
- The compensation amount will be greater than \$35,000
- 3-5 years have transpired since the last RFP for the service was issued,
- A new service is being sought and/or
- The service involves technology or another field where frequent changes in standards and technologies are expected.

Even when any or all of these thresholds have been met, there may be unique situations when it is not in the City's best interest to secure consultant services through an RFP process. The Department seeking professional services must weigh the cost and time of preparing an RFP and undertaking the review process against the benefit in quality, productivity and cost savings to the City. When the contract amount is small, where we have a satisfactory work history with a particular consultant or where we are already knowledgeable about the market and can effectively negotiate a contract directly with the limited number of consultants that have the skills we need, an RFP may not be necessary.

Whenever it is determined that an RFP will not be used, a written justification for this decision must be prepared. In the case of PSAs which exceed ~~\$10,000~~ \$20,000 and require approval by City Council, the Department must prepare and maintain on file, justification for opting not to prepare an RFP and to engage a consultant through direct negotiation. The requirement for providing this information to City Council is discussed in Step 6, below). For PSAs of \$10,000 \$20,000 or less, justification for not using an RFP should be prepared and maintained on file in the Department. For recurring small value PSAs (e.g. \$600 dance classes conducted at recreation center) it is adequate to prepare and maintain on file a general description of the services and justification for using particular consultants on a recurring basis. A form for providing the required justification is attached.

Written justification for not using an RFP must be signed by the Department's Commissioner, Chief or Director and should include the following:

- Description of the nature of the services being sought
- Amount of the proposed compensation for the PSA with an explanation of how pricing was determined to be reasonable and the best value to the City
- Description of any prior history with the chosen consultant and explanation of why the Department believes it is in the City's best interest to continue to use that consultant

- Description of any emergency or unique circumstances which the Department has determined would jeopardize a project or otherwise be detrimental to the City if a full RFP process were followed
- Where the number of qualified and available specialized professionals is limited, making an RFP impractical, a description of the Department's need for such consultants and the Department's knowledge of the market.
- Where a project has multi-year State or Federal funding, explanation of why it is in the best interest of the project and the City to continue with the same consultant ( e.g., where the design consultant on a project is retained for resident project representation services)

NOTE: Even when a full RFP is not required because none of the RFP criteria have been met, less formal letters seeking price quotes and service descriptions should be sent to multiple potential consultants, whenever there is a reasonable opportunity to obtain lower prices or to secure new consultants with the necessary skills. All justifications for not preparing an RFP, and any other documents related to the RFP process, must be maintained by the Department, for a period of six (6) years after expiration or termination or final payment under the agreement, whichever is later.

B. In the Additional Requirements portion of Step 3 thereof as follows:

*Additional Requirements*

The RFP shall further include the following information:

- Clear and detailed description of the scope of professional services being sought
- Timeline — including deadlines for questions, completed proposals, and anticipated notification of the selected consultant. Deadlines or timeframes for the City should include a statement that the City may alter its timeframes as necessary
- Statement that there will or will not be a pre-proposal conference or meeting of interested consultants
- Statement that questions must be submitted in writing, preferably by e-mail, and confirmation that all questions and our responses will be shared with all who have indicated an intent to submit a proposal and have provided an email address
- City contact information, with caution that only the named person(s) should be contacted
- Statement that the City may amend the RFP upon notification to all potential vendors
- Statement that the City may request additional information from potential vendors as necessary to assist the City in evaluating a proposal
- Statement requesting references and/or description of experience with similar projects

- Statement that the RFP may be withdrawn by the City for any reason and that the City shall have no liability for any costs incurred in preparing a proposal
- Statement that the proposal and all materials submitted with the proposal shall become the property of the City and will be subject to the NYS Freedom of Information Law (FOIL) and that if any proprietary information is submitted with the proposal it must be clearly identified and a request to keep such information confidential must be submitted
- Statement that the selection of a consultant is within the City's sole discretion, that no reasons for rejection or acceptance of proposals are required to be given and that the decision will be based on qualifications and not solely on cost.
- Statement that the successful consultant will be required to enter into a City PSA (the PSA form must be attached to the RFP)
- Statement that for all PSAs that exceed ~~\$10,000~~ \$20,000, including multiple agreements with the same consultant for the same or similar services, that may result in an aggregate in one fiscal year that exceeds ~~\$10,000~~ \$20,000, City Council approval will be required
- When a PSA is City funded, statement that preference will be given to consultants located in the City of Rochester, through an additional weighting of 10%.
- Description of the criteria that will be used to evaluate proposals, indicating priorities, although it is not recommended that the actual weighting system to be used be included in the RFP

Examples of recent RFPs are posted on the Employee Portal for your review.

C. In Step 6 thereof as follows:

### **Step 6. City Council Action**

Any PSA with compensation greater than ~~\$10,000~~ \$20,000 or that extends for a term of more than one year, must be authorized by City Council. The Department must prepare and submit a transmittal letter following the process set forth in the document, Guidelines for Writing & Submitting Items to City Council, which is available on the Employee Portal. A PSA with compensation of ~~\$10,000~~ \$20,000 or less for services in connection with litigation that extends until completion of the trial or settlement of the case, shall not require Council authorization.

When an RFP process has been used to select the vendor, a description of the process must be included in the transmittal letter or in a chart or similar attachment submitted to City Council with the transmittal, which shall include:

- The date the RFP was issued
- The methods used to solicit proposals, including, as appropriate:
  - Posted on the City website
  - Direct solicitation to known providers
  - Publication in trade journals, etc. (where and when)
- A list of consultants that submitted proposals and their location (city, state)
- The method of reviewing proposals

- o Composition of review team
- o Evaluation criteria, indicating the use of any weighted criteria
- o The ratings for the winning proposal
- o The reasons for choosing the selected consultant

When an RFP has not been issued for a PSA, the transmittal letter or attachment must include a justification, as described above, for opting to retain the selected consultant through direct negotiation.

The transmittal must include, where applicable, a statement regarding compliance to the Living Wage Ordinance and M/WBE goals.

**JUSTIFICATION STATEMENT: DECISION TO AWARD PROFESSIONAL SERVICES AGREEMENT THROUGH NEGOTIATION, WITHOUT AN RFP\***

As described in Step 2 of the Policy and Procedures for Procurement of Professional Services and Requests for Proposals, an RFP should be prepared whenever any of the RFP criteria are met. In unique situations where an RFP will not be beneficial to the City, a decision may be made to award a contract for professional services through negotiation, without an RFP. In such cases and whenever an RFP is not required by the Policy, justification for not using an RFP must be prepared and maintained on file, either electronically or by hard copy. Written justification must be submitted to City Council for all PSAs that exceed ~~\$10,000~~ \$20,000. Justification for a negotiated agreement must be signed by the Department Commissioner, Chief or Director and should address the following factors:

1. Description of the professional services being sought.
2. Description of the amount of the proposed compensation for the PSA with an explanation of how negotiated pricing was determined to be reasonable and best value to the City.
3. Description of the City's prior history with the consultant and explanation of why the Department believes it is in the City's best interest to continue to use that consultant and why it would not be beneficial to solicit other potential consultants.
4. Description of any emergency or unique circumstances that are the basis of the Department's determination that the project would be jeopardized or how it would otherwise be detrimental to the City if a full RFP process were followed.
5. Confirmation that the number of qualified and available specialized professionals is limited, making an RFP impractical. Include a description of the Department's need for such specialized consultants and the Department's knowledge of the market.
6. Where a project has multi-year State or Federal funding, explanation of why it is in the best interest of the project and the City to continue with the same consultant (e.g. where the design consultant on a project is retained for resident project representation services).

\* Electronic form for this Justification Statement to be made available.

Section 2. This ordinance shall take effect immediately.



Strikeout indicates deleted text, new text is underlined

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-94

### **Authorizing an agreement for insurance broker services**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Haylor, Freyer & Coon, Inc. for insurance broker services for a term of three years with two one-year extension options.


Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest  City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-95

### **Authorizing an agreement for fiscal advisory services**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Capital Markets Advisors, LLC for fiscal advisory services related to the issuance of debt instruments by the City of Rochester. The agreement shall have a maximum annual compensation of \$100,000. The term of the agreement shall be three years, with two one-year extension options. The compensation shall be funded from the 2023-24 and subsequent fiscal years' Budgets of the Department of Finance, contingent upon their approval.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest *Hazel Washington* City Clerk

# City of Rochester



City Clerk's Office

## Certified Ordinance

---

Rochester, N.Y., \_\_\_\_\_  
TO WHOM IT MAY CONCERN

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-96

**Appropriating funds, amending the 2022-23 Budget and authorizing an agreement to obtain subrecipient monitoring and evaluation services for programs funded by the American Rescue Plan Act**

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

Section 1. The Council hereby appropriates \$454,100 in funds provided to the City by the United States Treasury pursuant to the American Rescue Plan Act of 2021 (ARPA) to monitor, evaluate, and measure the results of programs funded with ARPA dollars, including those programs involving subrecipient agencies (the Project).

Section 2. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations of the Budget of the Office of the Mayor by \$227,050, which amount is hereby appropriated from the ARPA funds allocated in Section 1 herein.

Section 3. The Mayor is hereby authorized to enter into a professional services agreement with Bronner Group, LLC to implement the Project. The agreement shall have a term of two years. The maximum compensation for the agreement shall be \$454,090, which shall be funded in the amounts of \$227,045 from the 2022-23 Budget of the Office of the Mayor and \$227,045 from the 2023-24 Budget of the Office of the Mayor, contingent upon the approval of the latter Budget.

Section 4. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 5. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest Angel Washington City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-97

**Authorizing an assignment and amending Ordinance No. 2022-361 related to Accounts Receivable and Utility Billing software**

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

Section 1. The Mayor is hereby authorized to enter into an agreement to assign all rights, obligations, and duties of Infor Public Sector, Inc. under the agreement authorized by Ordinance No. 2021-265 to its subsidiary, Infor (U.S.) LLC. The assignment shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 2. Section 3 of Ordinance No. 2022-361, appropriating American Rescue Plan Act Funds and authorizing amendatory agreements related to accounts receivable and utility billing software, is hereby amended as follows:

Section 3. The Mayor is hereby authorized to enter into an amendatory agreement with ~~Infor Public Sector, Inc.~~ Infor (U.S) LLC to provide software licensing for the Project. The amendatory agreement shall modify the existing agreement that was authorized by Ordinance No. 2021-265 to increase the maximum compensation by \$760,015 to a new maximum total of \$3,221,744. The amendatory compensation shall be funded by \$200,000 from ARPA funding appropriated in Section 1 herein, by \$131,217 from Prior Years Cash Capital, by



\$214,399 from the 2024-25 Budget of the Department of Information Technology (IT) and by \$214,399 from the 2025-26 Budget of IT contingent upon approval of said future budgets.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest

A handwritten signature in blue ink that reads "Hazel Washington". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Ordinance**

---

**Rochester, N.Y., \_\_\_\_\_**  
**TO WHOM IT MAY CONCERN**

I hereby certify that the following is a true copy of an ordinance which was duly passed by the Council of the City of Rochester on **March 21, 2023** and **Approved** by the Mayor of the City of Rochester, and was deemed duly adopted on **March 22, 2023** in accordance with the applicable provisions of law.

Ordinance No. 2023-98

**Authorizing a license agreement for the use of utility space in the Arnett Branch Library to establish and operate a fiber internet network Point of Presence site**

WHEREAS, the City of Rochester has received a proposal from Greenlight Networks, LLC to use an approximately six-foot by six-foot space in the basement utility room of the Arnett Branch Library to establish and operate a Point of Presence (PoP) site that will enable Greenlight to expand its fiber internet network service to additional residences in the 19th Ward;

WHEREAS, the use would be authorized for a term of five years with the option to extend the term for an additional term of five years; and

WHEREAS, in accordance with Section 21-23 of the Municipal Code, the Council hereby finds that the term of the use is reasonable and necessary in light of its intended purpose and the public will benefit throughout the term of the use.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to enter into a license agreement with Greenlight Networks, LLC to establish and operate at Greenlight's sole cost and expense a Point of Presence (PoP) site connection to Greenlight's fiber internet network in an approximately six-foot by six-foot space in the basement of the Arnett Branch Library, 310 Arnett Boulevard, for a term of five years with the option to extend the term for an additional term of five years. Greenlight shall pay an annual fee of \$2,500 for the use license and shall compensate the City or Library for the PoP's share of the Library's electricity consumption.


Section 2. The license agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.

Passed by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest   
City Clerk



## City of Rochester

City Clerk's Office

# Certified Resolution

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Rochester, N.Y., \_\_\_\_\_

TO WHOM IT MAY CONCERN:

I hereby certify that at a meeting of the Council of the City of Rochester, held in the City Hall, on **March 21, 2023**, a resolution was **Adopted**, of which the following is a true copy; and at the time said resolution was adopted, the Council consisted of Nine (9) members.

Resolution No. 2023-6

**Resolution authorizing the implementation, and funding in the first instance of 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds for the Bull's Head Revitalization project**

WHEREAS, a Project for Bull's Head Revitalization identified as PIN 4CR019 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% federal funds and 20% non-federal funds;

WHEREAS, the City of Rochester desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering design, and ROW incidentals.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

THAT the Council hereby approves the above-subject Project;

THAT the Council hereby authorizes the City of Rochester to pay in the first instance 100% of the non-federal share of the cost of preliminary engineering design, and ROW incidentals works for the Project or portions thereof;

THAT the sum of \$757,000 is hereby appropriated pursuant to Ordinance No. 2023-69 and made available to cover the cost of participation in the above phase of the Project;

THAT, in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Council of the City of Rochester shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Engineer thereof;

THAT the Mayor of the City of Rochester be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rochester with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible;

THAT a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

THAT this Resolution shall take effect immediately.

Adopted by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Resolution**

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**Rochester, N.Y., \_\_\_\_\_**

**TO WHOM IT MAY CONCERN:**

I hereby certify that at a meeting of the Council of the City of Rochester, held in the City Hall, on **March 21, 2023**, a resolution was **Adopted**, of which the following is a true copy; and at the time said resolution was adopted, the Council consisted of Nine (9) members.

Resolution No. 2023-7

**Resolution authorizing the implementation, and funding in the first instance of 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds for the Dewey Ave and Emerson Street Reconstruction project**

WHEREAS, a Project for Dewey Ave and Emerson Street Reconstruction identified as PIN 4CRO.20 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80 % Federal funds and 20% non-federal funds;

WHEREAS, the City of Rochester desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering design, and ROW incidentals.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

THAT the Council hereby approves the above-subject Project;

THAT the Council hereby authorizes the City of Rochester to pay in the first instance 100% of the non-federal share of the cost of preliminary engineering design, and ROW incidentals works for the Project or portions thereof;

THAT the sum of \$556,000 is hereby appropriated pursuant to Ordinance No. 2023-70 and made available to cover the cost of participation in the above phase of the Project;

THAT, in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Council of the City of Rochester shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Engineer thereof;

THAT the Mayor of the City of Rochester be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rochester with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible;

THAT a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

THAT this Resolution shall take effect immediately.

Adopted by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest



\_\_\_\_\_  
City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Resolution**

---

**Rochester, N.Y., \_\_\_\_\_**

**TO WHOM IT MAY CONCERN:**

I hereby certify that at a meeting of the Council of the City of Rochester, held in the City Hall, on **March 21, 2023**, a resolution was **Adopted**, of which the following is a true copy; and at the time said resolution was adopted, the Council consisted of Nine (9) members.

Resolution No. 2023-8

**Resolution relating to standard work day and retirement reporting for Councilmembers Gruber, Martin and Smith**

WHEREAS, Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith are enrolled in the New York State and Local Retirement System and each of them has maintained a log of Council work-related activities (Record of Activities) pursuant to 2 NYCRR 315.4 in order to factor the number of hours worked into the calculation of a standard number of days worked per month to be reported to the Retirement System;

WHEREAS, in Resolution No. 2012-13, the Council established the standard work day for members of the City Council as six hours in a standard five-day, thirty-hour work week; and

WHEREAS, based on the standard number of hours worked per month and the standard six-hour work day, the number of days worked per month for each of the three Councilmembers has been calculated in accordance with the Retirement System's Standard Work Day and Reporting Resolution form number RS 2417-A (Reporting Resolution Form), which has been presented to Council.



NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

Section 1. The Council hereby certifies that it has received and accepts a Record of Activities pursuant to 2 NYCRR 315.4 from each of the Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith and that such records shall form the basis for the number of work days to be reported to the New York State and Local Retirement System.

Section 2. Based on the number of hours set forth in each of their Record of Activities, the monthly reporting to the Retirement System of days worked for Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith shall be calculated based on the total number of six-hour work day equivalents worked each month, as specified in the Reporting Resolution Form.

Section 3. The Council hereby approves and incorporates into this resolution the Standard Work Day, the Record of Activities Result, the Current Term of Office and the other employment information for Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith. The Council hereby directs the City Clerk to post this resolution and the Reporting Resolution Form in public for a period of at least 30 days after which she shall file said resolution and form, along with an affidavit of posting, with the Retirement System.

Section 4. This resolution shall take effect immediately.

Adopted by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Patterson, Peo, - 5.

Nays - None - 0.

Councilmembers Martin and Smith abstained due to a professional relationship.

Attest  City Clerk



**City of Rochester**

City Clerk's Office

## **Certified Resolution**

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**Rochester, N.Y., \_\_\_\_\_**

**TO WHOM IT MAY CONCERN:**

I hereby certify that at a meeting of the Council of the City of Rochester, held in the City Hall, on **March 21, 2023**, a resolution was **Adopted**, of which the following is a true copy; and at the time said resolution was adopted, the Council consisted of Nine (9) members.

Resolution No. 2023-9

### **Resolution relating to standard work day and retirement reporting for Councilmembers Meléndez and Patterson**

WHEREAS, Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson, are enrolled in the New York State and Local Retirement System and each of them has maintained a log of Council work-related activities (Record of Activities) pursuant to 2 NYCRR 315.4 in order to factor the number of hours worked into the calculation of a standard number of days worked per month to be reported to the Retirement System;

WHEREAS, in Resolution No. 2012-13, the Council established the standard work day for members of the City Council as six hours in a standard five-day, thirty-hour work week; and

WHEREAS, based on the standard number of hours worked per month and the standard six-hour work day, the number of days worked per month for each of the two Councilmembers has been calculated in accordance with the Retirement System's Standard Work Day and Reporting Resolution form number RS 2417-A (Reporting Resolution Form), which has been presented to Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

Section 1. The Council hereby certifies that it has received and accepts a Record of Activities pursuant to 2 NYCRR 315.4 from each of the Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson and that such records shall form the basis for the number of work days to be reported to the New York State and Local Retirement System.

Section 2. Based on the number of hours set forth in each of their Record of Activities, the monthly reporting to the Retirement System of days worked for Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson shall be calculated based on the total number of six-hour work day equivalents worked each month, as specified in the Reporting Resolution Form.

Section 3. The Council hereby approves and incorporates into this resolution the Standard Work Day, the Record of Activities Result, the Current Term of Office and the other employment information for Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson. The Council hereby directs the City Clerk to post this resolution and the Reporting Resolution Form in public for a period of at least 30 days after which she shall file said resolution and form, along with an affidavit of posting, with the Retirement System.

Section 4. This resolution shall take effect immediately.

Adopted by the following vote:

Ayes - Councilmembers Harris, Lightfoot, Martin, Peo, Smith - 5.

Nays - None - 0.

President Meléndez and Councilmember Patterson abstained due to a professional relationship.

Attest



City Clerk



**City of Rochester**

City Clerk's Office

# **Certified Resolution**

---

**Rochester, N.Y., \_\_\_\_\_**

**TO WHOM IT MAY CONCERN:**

I hereby certify that at a meeting of the Council of the City of Rochester, held in the City Hall, on **March 21, 2023**, a resolution was **Adopted**, of which the following is a true copy; and at the time said resolution was adopted, the Council consisted of Nine (9) members.

Resolution No. 2023-URA-2

**Resolution approving the Rochester Urban Renewal Agency 2023-24 Annual Budget, Performance Measures for 2023, and Performance Measures Report for 2022**

BE IT RESOLVED, by the Rochester Urban Renewal Agency as follows:

Section 1. The Agency hereby approves the 2023-24 Annual Budget, the Performance Measures for 2023, and the Performance Measures Report for 2022 of the Rochester Urban Renewal Agency as submitted by the Secretary, and authorizes their submittal to the State of New York.

Section 2. This resolution shall take effect immediately.

Adopted by the following vote:

Ayes - President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith - 7.

Nays - None - 0.

Attest  City Clerk