

ROCHESTER CITY COUNCIL

REGULAR MEETING

March 21, 2023

Present – President Meléndez, Councilmembers Harris, Lightfoot, Martin, Patterson, Peo, Smith – 7.  
Absent – Vice President Lupien and Councilmember Gruber – 2.

President Meléndez requested the Council to pause for a Moment of Silence.

Pledge of Allegiance to the Flag of the United States of America.  
Councilmember Patterson

THE COUNCIL PRESIDENT --- RECOGNITION CEREMONIES.

**Special Recognitions:**

**Women’s History Month Recognitions:**

Carmen Allen	Cynthia Elliott	Wanda Ridgeway
Sister Marsha Allen	Tangie Hannah	Barbara Rivera
Melissa Berrien	Olivia Kassoum-Amadou	Dr. D.J. Robinson
Dr. Mary Burrows	MaryJo Lightholder	Midge Thomas
Louwell Daniel	Susan Morehouse	Kay Thompson
Javannah J. Davis	Tonya Noel	Stephanie Vargas
Jackie Dozier	Ida Perez	Kristen Walker

**Contributions to the Community:**

Pathways to Peace  
Victor Saunders  
Anthony Hall

**Retirement:**

**Library:**

Darlene Richards  
Judith Schewe

**RPD:**

Ronald Malley  
Christopher Picha

**APPROVAL OF THE MINUTES**

By Councilmember Harris

RESOLVED, that the minutes of the Regular Meeting on February 21, 2023 be approved as published in the official sheets of the Proceedings.

Adopted unanimously.

**THE CITY CLERK---THE FOLLOWING DOCUMENTS ARE HEREBY DIRECTED TO BE RECEIVED AND FILED:**

The Mayor submits the following:

NBD Grant Accounting Quarterly Report –  
October 1 – December 31, 2022

**THE CITY CLERK**—THE FOLLOWING DOCUMENTS ARE HEREBY DIRECTED TO BE RECEIVED AND FILED:

The Council submits Disclosure of Interest Forms from Councilmember Harris on Int. No. 28 and Int. No. 91; President Meléndez on Int. No.72 and Int. No. 94; Vice President Lupien on Int. No. 91; Councilmembers Gruber, Martin and Smith on Int. No. 93; Councilmember Patterson on Int. No. 94

**THE COUNCIL PRESIDENT** --- PRESENTATION AND REFERENCE OF PETITIONS AND OTHER COMMUNICATIONS

**THE COUNCIL PRESIDENT** --- RECEIVED AND FILED.

PUBLIC HEARINGS.

**Pursuant to law, a public hearing was held on March 16, 2023 on the following matters:**

Authorizing the grant and renewal of a cable television franchise      Int. No. 28

No speakers

Authorizing an alteration of pavement width relating to the Farmington Road and Wyand Crescent Rehabilitation Project      Int. No. 80

No speakers

Amending the Official Map by abandoning a segment of the Harvey Alley right-of-way      Int. No. 81

No speakers

**THE COUNCIL PRESIDENT**-- INTRODUCTION OF AND ACTION UPON LOCAL LAWS, ORDINANCES AND RESOLUTIONS

By President Meléndez

President Meléndez introduced a motion to consider Int. No. 108 without referring to a committee. Motion to consider passed unanimously.

**TO THE COUNCIL**

Ladies and Gentlemen:

Ordinance No. 2023-65  
Re:    Extending Senior Meals Program-  
      Amendatory Agreement

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area: Reinforcing  
Strong Neighborhoods

Transmitted herewith for your approval is legislation extending the operation of the Senior Meals Program (Program) for an additional six months. The Program as authorized in Ordinance No. 2021-353 and funded by an appropriation of \$5,379,800 in funds from the City's American Rescue Plan Act of 2021 (ARPA) grant, provides free meals to city senior citizens in need. The Program is implemented by engaging a variety city restaurants, caterers and other meal providers to prepare and distribute the meals and by engaging Goodwill of the Finger Lakes, Inc. (Goodwill) to manage the intake of meal orders and assignment of those orders to meal providers through Goodwill's 211/LIFE LINE program.

This legislation authorizes an amendatory professional services agreement with Goodwill to continue its Program coordination services for an additional six months through August 31, 2023 and to increase the maximum compensation for doing so by \$68,500 for a new total of \$205,500. The amendatory compensation to Goodwill and the additional compensation required to compensate meal providers for six additional months will be funded from the original appropriation of ARPA funds to the Project authorized in Ordinance No. 2021-353. The Program ARPA funds for this purpose have been appropriated to the 2022-23 Budget of the Department of Neighborhood and Business Development.

Since its commencement in March of 2022, the Program has engaged the services of 27 meal providers to provide approximately 57,000 meals to approximately 1,600 seniors. Extending the Program for an additional six months is necessary to serve seniors and compensate meal providers who are suffering the lingering effects of the covidvirus pandemic and its aftermath. The lingering effects are exacerbated by the fact that the Federal government is terminating the temporary boost of food stamp benefits (Supplemental Nutritional Assistance Program or SNAP) that had been put in place in response to the covidvirus pandemic.

Respectfully submitted,  
Malik Evans  
Mayor

Ordinance. No. 2023-65  
(Int. No. 108)

### **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 unanimously.

REPORTS OF STANDING COMMITTEES  
AND ACTION THEREON

By Councilmember Lightfoot  
March 21, 2023

To the Council:

The **PARKS & PUBLIC WORKS COMMITTEE** recommends for **ADOPTION** the following entitled legislation:

- Int. No. 70      Authorizing agreement for the Blue Cross Arena at the War Memorial Ice Plant Replacement project
- Int. No. 71      Authorizing an agreement for the Rochester Police Department Office of Business Intelligence Renovation project
- Int. No. 72      Authorizing an amendatory agreement for the Joseph A. Floreano Rochester Riverside Convention Center South Terrace and Addition project
- Int. No. 73      Authorizing agreements for a Bull’s Head Revitalization Project
- Int. No. 74      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
- Int. No. 75      Authorizing agreements for Dewey Avenue and Emerson Street Improvement Project
- Int. No. 76      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
- Int. No. 77      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
- Int. No. 78      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
- Int. No. 79      Authorizing an agreement for the Farmington Road and Wyand Crescent Rehabilitation Project
- Int. No. 82      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)
- Int. No. 83      Authorizing an agreement for the 2023 Residential Curb Ramps Project (Beechwood Neighborhood)

Int. No. 84 Authorizing an agreement for the 2022 Lead Service Line Projects/Spring 2A & Summer 2B

The **PARK AND PUBLIC WORKS COMMITTEE** recommends for **CONSIDERATION** the following entitled legislation:

Int. No. 80 Authorizing an alteration of pavement width relating to the Farmington Road and Wyand Crescent Rehabilitation Project

Int. No. 81 Amending the Official Map by abandoning a segment of the Harvey Alley right-of-way

Respectfully submitted,  
Willie J. Lightfoot  
Mitch Gruber  
Jose Peo  
Mary Lupien (*not present for Int. Nos. 70, 71 & 72*)  
Miguel A. Meléndez, Jr.  
**PARKS & PUBLIC WORKS COMMITTEE**

Received filed and published

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-66  
Re: Agreement – Bergmann  
Associates Blue Cross Arena  
Ice Plant Replacement

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation establishing \$400,000 as maximum compensation for a professional service agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. (Joseph Dopico, C.E.O., 280 East Broad Street, Rochester, New York) for architectural and engineering services for the Blue Cross Arena Ice Plant Replacement. The cost of the agreement will be funded with American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No 2022-311.

The Blue Cross Arena at the War Memorial was constructed in the 1950's with a major expansion in the 1990's and other expansion work in 2020. It is the home to the Rochester Americans AHL hockey team and hosts many other sports and public events throughout the year. The ice plant chiller system creates and maintains the ice sheet. The system was installed in the early 1990's and has far exceeded its operating life expectancy. Additionally, the antiquated system utilizes R 22 refrigerant which is now discontinued. The project includes design and installation of a modern replacement ice chiller plant utilizing an allowable refrigerant type.

Bergmann Associates was selected for consulting services through a request for proposal process, which is described in the attached summary.

Design phase services will begin in summer 2023, with anticipated completion in 2025. The project will result in the creation and/or retention of the equivalent of 4.3 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-34

Ordinance No. 2023-66  
(Int. No. 70)

**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.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-67  
Re: Agreement – Edge  
Architecture, PLLC Rochester  
Police Department-Office of  
Business Intelligence Renovation

Council Priority: Public safety

Comprehensive Plan 2034 Initiative Area:  
Planning for Action

Transmitted herewith for your approval is legislation establishing \$150,000 as maximum compensation for a professional service agreement with Edge Architecture, PLLC (Allen

Rossignol, C.E.O., 277 Alexander Street, Suite 407, Rochester, NY) for architectural and engineering services for the Rochester Police Department – Office of Business Intelligence Renovation. The cost of the agreement will be funded with American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No 2022-315.

The project includes a renovation to Suite 208 in the Public Safety Building with new offices, systems furniture, conference room, and mechanical, electrical and plumbing modifications to provide for the Office of Business Intelligence. The Consultant will provide architectural and engineering services for program review, design, bid and award and construction administration services for the renovation.

Edge Architecture, PLLC was selected for architectural and engineering services through a request for proposal process, which is described in the attached summary.

This proposed legislation was developed by the Department of Environmental Services in collaboration with the Rochester Police Department.

Design phase services will begin in spring 2023; with anticipated completion in winter 2024. The project will result in the creation and/or retention of the equivalent of 1.6 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-35

Ordinance No. 2023-67  
(Int. No. 71)

**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.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-68  
Re: Amendatory Agreement – Stantec  
Consulting Services, Inc.,  
Joseph A. Floreano Rochester  
Riverside Convention Center (RRCC)  
South Terrace and Addition

Council Priority: Creating and Sustaining  
a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation authorizing an amendatory agreement with Stantec Consulting Services, Inc. (James R. Hoffman Jr., 61 Commercial Street, Suite 100, Rochester, New York) to provide additional engineering and design services for the project including, final design and contract documents, permits and bidding phase services. The original agreement, authorized in Ordinance No. 2021-53 (February 2021) and amended in Ordinance No. 2023-3 (January 2023), established maximum compensation of \$950,000. This amendment shall increase the maximum compensation provided under the existing agreement by \$1,500,000 to a new total of \$2,450,000.

The increase in compensation shall be funded from the American Rescue Plan Act (ARPA) funding appropriated to the project in Ordinance No. 2022-378 and anticipated reimbursements from ROC the Riverway/Upstate Revitalization Initiative funding administered by Empire State Development appropriated to the project in Ordinance No. 2021-53.

This ROC the Riverway project encompasses a building modernization and expansion of the southwest face of the RRCC along the river to create a new and revitalized event space that directly engages with the downtown riverfront. The expanded space will enable RRCC patrons to participate in convention center events and enjoy the spectacular views of the Genesee River simultaneously. The project will also include, but is not limited to, RRCC exterior building façade and river wall repairs. This project meets essential ROC the Riverway goals including repair and maintenance of critical infrastructure, and re-orientation of internal and external building spaces towards the water and riverfront public spaces.

Consultant services for design of the project began in spring 2021. Final design of project shall commence after completion of an environmental impact review of the Project, under the State Environmental Quality Review Act, is anticipated in spring 2023.

Construction is anticipated to begin in spring 2024 and be substantially complete in late 2026.

The term of the agreement shall extend until three (3) months after the completion of the (2) two year guarantee inspection of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-36



**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.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-69  
Resolution No. 2023-6  
Re: Bull's Head Revitalization  
Project

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the Bull's Head Revitalization Project. This legislation will:

1. Establish \$750,000 as maximum compensation for a professional services agreement with Erdman, Anthony and Associates, Inc. (Curt Helman, C.E.O., 145 Culver Road, Suite 200, Rochester, New York) for preliminary engineering design services related to the Project. The cost of the agreement will be funded from \$20,000 of 2019-20 Cash Capital and \$730,000 of 2021-22 Cash Capital.
2. Establish \$7,000 as maximum compensation for an agreement with the New York Department of Transportation (NYSDOT) to participate in and administer a portion of the

right-of-way (ROW) incidental services for the Project. The cost of the agreement will be funded from \$6,100 of 2020-21 Cash Capital and \$900 of 2021-22 Cash Capital; and,

3. Approve a resolution, in a form that is required by NYSDOT, that will confirm the City's prior authorizations of the Project, commit the City to pay for the State-funded portion of the Project in the first instance before seeking reimbursement from the State, and if applicable, commit the City Council to meet promptly to consider appropriating money to make up any cost overruns; and,

This is a Federal Aid project administered by the City under agreement with NYSDOT. Preliminary and final design is locally funded. ROW, construction and construction inspection services will be partially federally funded.

The project includes, but is not limited to, a combination of new street construction, pavement reconstruction and rehabilitation, 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, and other various improvements as funding allows. The addition of bicycle facilities will be evaluated during preliminary design.

Erdman, Anthony and Associates, Inc. was selected to provide preliminary engineering design services through a request for proposals process, which is described in the attached summary.

This proposed legislation was developed by the Department of Environmental Services in collaboration with the Department of Neighborhood and Business Development.

Design services will begin in April 2023. Final design services and the ROW acquisition phase are anticipated to begin in spring of 2024. Construction is anticipated to begin in spring of 2026.

The term of the agreement will be until six (6) months after final acceptance of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-37

Ordinance No. 2023-69  
(Int. No. 73)

### **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 unanimously.

Resolution No. 2023-6

(Int. No. 74)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Re: Ordinance No. 2023-70  
Resolution No. 2023-7  
Dewey Avenue and Emerson  
Street Improvement Project

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation related to the Dewey Avenue and Emerson Street Improvement Project. This legislation will:

1. Establish \$550,000 as maximum compensation for a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. (Joseph Dopico, CEO, 280 East Broad Street, Rochester, New York) for preliminary engineering design services related to the project. The cost of the agreement will be funded from 2021-22 Cash Capital.
2. Establish \$6,000 as maximum compensation for an agreement with the New York Department of Transportation (NYSDOT) to participate in and administer a portion of the right-of-way (ROW) incidental services for the Project. The cost of the agreement will be funded from 2022-23 Cash Capital; and,
3. Approve a resolution, in a form that is required by NYSDOT, that will confirm the City's prior authorizations of the Project, commit the City to pay for the State-funded portion of the Project in the first instance before seeking reimbursement from the State, and, if applicable, commit the City Council to meet promptly to consider appropriating money to make up any cost overruns; and,

This is a Federal Aid project administered by the City under agreement with NYSDOT. Preliminary design is locally funded. Final design, ROW, construction and construction inspection services will be partially federally funded.

The project includes, but is not limited to, pavement reconstruction, intersection realignment, curbs, sidewalks, curb ramps, catch basins, street lighting, signal upgrades, signage, water anodes, hydrants, adjustment and repair of manholes, catch basins, water valve castings, and other various improvements as funding allows. The addition of bicycle facilities and curb bumpouts will be evaluated during preliminary design. These improvements will enhance traffic safety and efficiency, improve the surface drainage and riding quality of the roadway, improve accessibility, and enhance the streetscape.

This section of Dewey Avenue was last reconstructed in approximately 1955 with a major rehabilitation in 1983. This section of Emerson Street was last reconstructed in 1944.

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. was selected to provide preliminary engineering design services through a request for proposals process from the NYSDOT list of pre-approved regional engineering firms, which is described in the attached summary.

Design services will begin in April 2023. Final design services and the ROW acquisition phase are anticipated to begin in spring of 2024. Construction is anticipated to begin in spring 2026.

The agreement shall extend a term of six (6) months after final acceptance of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-38

Ordinance No. 2023-70  
(Int. No.75)

**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 unanimously.

Resolution No. 2023-7  
(Int. No. 76)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-71

Ordinance No. 2023-72

Ordinance No. 2023-73

Ordinance No. 2023-74

Re: Farmington Road and Wyand  
Crescent Rehabilitation Project

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation related to the Farmington Road and Wyand Crescent Rehabilitation Project. This legislation will:

1. Authorize the issuance of street bonds totaling \$2,950,000 and the appropriation of the proceeds thereof to finance the street portion of the construction and Resident Project Representation (RPR) services for the project; and,
2. Authorize the issuance of water bonds totaling \$223,000 and the appropriation of the proceeds thereof to finance the water portion of the construction and RPR services for the project; and,

3. Establish \$550,000 as maximum compensation for a professional services agreement with Vanguard Engineering, P.C. (Joseph Ardieta, CEO, 241 Castlebar Road, Rochester, New York) for RPR services for the project. The cost of the agreement will be funded from the sources outlined in the chart on the following page; and,
4. Authorize changes in pavement width on Farmington Road as follows: an increase in pavement width 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.

No additional right-of-way is required to accommodate the pavement width changes.

The project will include, but is not limited to pavement reconstruction, new curb, spot sidewalk replacement, curb ramp upgrades, new driveway aprons, street lighting improvements, signage, new water services, and adjustment and/or repair of manholes, catch basins, and water valve castings. The project also includes the installation of speed humps on both streets. These improvements will enhance the surface drainage and riding quality of the roadway, improve ADA accessibility, and expand the useful life of the pavement structure.

A public informational meeting was held on August 3, 2022. A copy of the meeting minutes is attached. The pavement width changes were endorsed by the Traffic Control Board on December 21, 2022.

The project was designed by the City of Rochester Bureau of Architecture and Engineering Street Design Division with design support from Joseph C. Lu Engineering, PC through the Civil Engineering Professional Term Services Agreement.

Vanguard Engineering, P.C. was selected for RPR Services through a Request for Proposal process, which is described in the attached summary.

Bids for construction were received on January 31, 2023. The apparent low bid of \$2,780,000 was submitted by Nardozzi Paving & Construction LLC (James J.A. Nardozzi, President, 124 N. Genesee St, Geneva, New York).

The project will be funded as follows:

Construction is anticipated to begin in spring 2023 with substantial completion anticipated in fall

<b>Source of Funds</b>	<b>Material Testing</b>	<b>Design</b>	<b>Construction</b>	<b>Street Lighting</b>	<b>RPR</b>	<b>Contingency</b>	<b>Total</b>
Bonds authorized herein	0	0	2,283,555.18	87,800	463,450	115,194.82	\$2,950,000
Water bonds authorized herein	0	0	182,147.39	0	31,750	9,102.61	\$223,000
Prior Years Cash Capital	0	38,000	0	0	0	0	\$38,000
2015-16 Cash Capital	0	18,312.67	0	0	0	0	\$18,312.67
2016-17 Cash Capital	9,753	0	0	0	0	0	\$9,753

2017-18 Cash Capital	0	3,471.33	0	0	0	0	\$3,471.33
2018-19 Cash Capital	0	22,648	0	0	0	0	\$22,648
2022-23 Cash Capital	0	0	0	9,200	54,800	0	\$64,000
Pure Waters Reimbursement appropriated Ordinance No. 2023-44	0	0	314,297.43	0	0	15,000	\$329,297.43
Total	\$9,753	\$82,432	\$2,780,000	\$97,000	\$550,000	\$139,297.43	\$3,658,482.43

2023. The construction of the project will result in the creation and/or retention of the equivalent of 38.8 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion the two (2) year guarantee inspection of the project.

A public hearing on the pavement width changes is required.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-39

Ordinance No. 2023-71  
(Int. No. 77)

**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 unanimously.

Ordinance. No. 2023-72  
(Int. No. 78)

**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 unanimously.

Ordinance No. 2023-73  
(Int. No. 79)

**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 unanimously.

Ordinance No. 2023-74  
(Int. No. 80)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-75  
Re: God's Vision Ministry  
(GVM) Church Official Map  
Amendment – Partial Abandonment  
of Harvey Alley

Council Priority: Reinforcing Strong  
Neighborhoods

Transmitted herewith for your approval is legislation related to the partial abandonment of Harvey Alley located adjacent to 671 Hudson Avenue and 685 Hudson Avenue. This legislation will amend the Official Map by abandoning the most eastern portion of Harvey Alley, beginning at Hudson Avenue right-of-way (ROW) continuing west 100'.

The proposed abandoned ROW will be utilized to provide safe access to God's Vision Ministry (GVM) Church Community Campus by incorporating it with their adjacent properties located 671 Hudson Avenue and 685 Hudson Avenue.

This portion of Harvey Alley is owned in fee. Upon abandonment, the ROW becomes a parcel that will require purchase by the developer, God's Vision Ministry (GVM) Church, from the City of Rochester. The 1,600 Square Foot parcel created by the abandonment shall be sold to the applicant, God's Vision Ministries, Inc. (Burnice B. Green Sr, Pastor, 694 Hudson Ave, Rochester NY) for \$1,350.00. The market value of the property was established by an independent appraisal prepared by Bruckner, Tillet, Rossi, Cahill & Associates in January 2023.

The abandonment shall take effect upon the compliance by the applicant with the recommendations and conditions established by the City Planning Commission and the Department of Environmental Services as applicable. The City Planning Commission, at its January 30, 2023 meeting recommended approval of Harvey Alley partial abandonment by a vote of 6-0-0. Minutes of that meeting, along with the application, are attached. The partial abandonment of Harvey Alley was endorsed by the Traffic Control Board on December 21, 2022.

A public hearing is required.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-40

Ordinance No. 2023-75  
(Int. No. 81)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-76  
Ordinance No. 2023-77  
Re: 2023 Residential Curb Ramps  
Project (Beechwood Neighborhood)

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation related to the 2023 Residential Curb Ramps Project. This legislation will:

1. Authorize the issuance of bonds totaling \$305,000 and the appropriation of the proceeds thereof to partially finance a portion of the construction for the project; and,
2. Establish \$225,000 as maximum compensation for a professional services agreement with CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (Todd M. Liebert, C.E.O, 100 South Clinton Avenue, Suite 700, Rochester, New York) for Resident Project Representation (RPR) services. The cost of the agreement will be funded from the sources outlined in the chart below.

The project will include, but is not limited to, new curb ramp installations and the installation of new catch basins and/or the adjustment or replacement of catch basin frames, grates, and other utility appurtenances within the work area.

The project was designed by the City of Rochester Bureau of Architecture and Engineering Street Design Division.

CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. was selected for RPR Services through a Request for Proposal process, which is described in the attached summary.

Bids for construction were received on January 10, 2023. The apparent low bid of \$1,486,900 was submitted by Millennium Construction, Inc. (Thomas P. Cefalu, CEO, Amherst, New York).

The project will be funded as follows:

<b>Source of Funds</b>	<b>Construction</b>	<b>RPR</b>	<b>Contingency</b>	<b>Total</b>
Bonds authorized herein	305,000	0	0	\$305,000
2013-14 Cash Capital	18,219.15	0	0	\$18,219.15
2017-18 Cash Capital	314,490.31	0	1,000	\$315,490.31
2018-19 Cash Capital	192,987.19	129,012.81	0	\$322,000
2019-20 Cash Capital	303,646.91	28,353.09	0	\$332,000
2022-23 Cash Capital	223,487.61	67,634.10	73,878.29	\$365,000
Pure Waters Reimbursement appropriated Ordinance No. 2020-108	43,000	0	0	\$43,000
Pure Waters Reimbursement appropriated Ordinance No. 2020-360	66,000	0	0	\$66,000
Pure Waters Reimbursement appropriated Ordinance No. 2021-085	2,068.83	0	6,000	\$8,068.83
<b>Total</b>	<b>\$1,468,900</b>	<b>\$225,000</b>	<b>\$80,878.29</b>	<b>\$1,774,778.29</b>

Construction is anticipated to begin in spring 2023 with substantial completion anticipated in fall 2023. The construction of the project will result in the creation and/or retention of the equivalent of 19.3 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-41

Ord. No. 2023-76  
(Int. No. 82)

**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 unanimously.

Ordinance No. 2023-77  
(Int. No. 83)

**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 unanimously.

TO THE COUNCIL  
Ladies & Gentlemen:



Ordinance No. 2023-78  
Re: Agreement – Ravi Engineering  
and Land Surveying, P.C.  
Construction Management Services

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation establishing \$750,000 as maximum compensation for an agreement with Ravi Engineering and Land Surveying, P.C. (Nagappa Ravindra, President, 2110 South Clinton Ave, Suite 1, Rochester, New York) to provide professional construction management and resident project representative (RPR) services related to the 2022 Lead Service Line Replacement Projects / Spring 2A & Summer 2B.

The cost of this agreement will be funded by \$709,000 of American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No. 2022-63 and 2021-410 and \$41,000 from 2021-22 Cash Capital.

Ravi Engineering and Land Surveying, P.C. was selected through a request for proposal (RPR) process described in the attached summary.

As part of the construction inspection and RPR, Ravi Engineering and Land Surveying, P.C. will provide full inspection of all work performed by the Contractors, all equipment and materials installed and compliance certification with the contract documents.

The term of the RPR agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-42

Ordinance No. 2023-78  
(Int. No. 84)

**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 unanimously.

By Councilmember Patterson  
March 21, 2023

To the Council:

The **NEIGHBORHOOD & BUSINESS DEVELOPMENT COMMITTEE** recommends for **ADOPTION** the following entitled legislation:

- Int. No. 85      Amending Ordinance No. 2022-103 relating to the acquisition of permanent water line easements over 51 Holland Street
- Int. No. 86      Extending the periods of performance and amending funding sources relating to the Housing Opportunities for Persons with AIDS program

Respectfully submitted,  
Michael A. Patterson  
LaShay D. Harris  
Kimberly Smith (*absent*)  
Mary Lupien  
Miguel A. Meléndez, Jr.  
**NEIGHBORHOOD & BUSINESS DEVELOPMENT COMMITTEE**

Received, filed and published.

**TO THE COUNCIL**  
Ladies and Gentlemen:

Ordinance No. 2023-79  
Re: Amending Ordinance No. 2022-103;  
Waterline Easement Acquisitions,  
51 Holland Street

Council Priority: Rebuilding and  
Strengthening Neighborhoods

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing an amendment to Ordinance No. 2022-103 to change the size and locations of the easements.

Ordinance No. 2022-103, approved in April 2022, authorized the acquisitions of the following three easements on 51 Holland Street from Chatham Gardens Housing Corporation (Peggy J. Hill, President) for \$11,500:

<b>51 Holland Street</b>	<b>Easement SF</b>	<b>Acquisition Amount</b>
Easement A	3,841 SF	\$1,300.00
Easement B	4,522 SF	\$1,500.00
Easement C	25,704 SF	\$8,700.00
<b>TOTALS</b>	<b>34,067 SF</b>	<b>\$11,500.00</b>

Further review indicated the need for an additional easement area to bypass a water main that runs under one of the buildings on the site. The revision results in the acquisition of the easements listed below. As the chart shows, Easement A remains unchanged, but Easement B and C from the original legislation have been combined and enlarged into a new Easement B. The new total for these revised easements is \$12,600. Revised sale values have been determined via a third party appraisal completed by Bruckner, Tillet, Rossi, Cahill & Associates in January 2023.

<b>51 Holland Street</b>	<b>Easement SF</b>	<b>Acquisition Amount</b>
Easement A	3,841 SF	\$1,300.00
Easement B	33,438 SF	\$11,300.00
<b>TOTALS</b>	<b>37,279 SF</b>	<b>\$12,600.00</b>

The funding source approved in Ordinance No. 2022-103 is no longer available; therefore, the funding source for the revised acquisition is from the 2022-23 Budget of the Department of Environmental Services.

Respectfully submitted,  
 Malik D. Evans  
 Mayor

Attachment No. AW-43

Ordinance No. 2023-79  
 (Int. No. 85)

**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> 33,438	<del>\$1,500</del> \$11,300
C	<del>25,704</del>	<del>-\$8,700</del>
<b>Totals</b>	<del>34,067</del> <b>37,279</b>	<del>\$11,500</del> <b>\$12,600</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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-80  
 Re: Agreements and Amendment –  
 Housing Opportunities for  
 Persons with AIDS (HOPWA)

Council Priority: Rebuilding and  
 Strengthening Neighborhood Housing

Comprehensive Plan 2034 Initiative Area:  
 Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the City of Rochester’s Housing Opportunities for Persons with AIDS (HOPWA) Program. This legislation will:

- 1) Authorize amendatory agreements with the U.S. Department of Housing and Urban Development (HUD) to extend the period of performance for the 2018-19 HOPWA grant from three years to five years, and extend the period of performance for the 2019-20 HOPWA grant from three years to four years.
- 2) Amend Ordinance No. 2022-193 and the agreements authorized therein to revise the maximum compensation and funding sources as follows:

**Originally Authorized in Ordinance No. 2022-193**

<b>Funding Source</b>	<b>Catholic Charities of the Diocese of Rochester</b>	<b>Trillium Health, Inc.</b>	<b>TOTAL</b>
2017-18 HOPWA Funds	\$15,322.18	\$18,727.12	\$34,049.30
2018-19 HOPWA Funds	\$14,825.08	\$18,119.54	\$32,944.62
2019-20 HOPWA Funds	\$20,345.04	\$24,866.16	\$45,211.20
2020-21 HOPWA Funds	\$0	\$0	\$0
2021-22 HOPWA Funds	\$0	\$0	\$0
2022-23 HOPWA Funds	\$449,074.00	\$548,868.00	\$997,942.00
<b>Maximum Compensation</b>	<b>\$499,566.30</b>	<b>\$610,580.82</b>	<b>\$1,110,147.12</b>

**Proposed Revised Maximum Compensation and Funding Sources**

<b>Funding Source</b>	<b>Catholic Charities of the Diocese of Rochester</b>	<b>Trillium Health, Inc.</b>	<b>TOTAL</b>
2017-18 HOPWA Funds	\$0	\$0	\$0
2018-19 HOPWA Funds	\$16,009.43	\$18,119.54	\$34,128.97
2019-20 HOPWA Funds	\$1,400.97	\$1,712.29	\$3,113.26
2020-21 HOPWA Funds	\$8,002.22	\$0	\$8,002.22
2021-22 HOPWA Funds	\$46,992.67	\$50,000.00	\$96,992.67
2022-23 HOPWA Funds	\$449,074.00	\$548,868.00	\$997,942.00
<b>Maximum Compensation</b>	<b>\$521,479.29</b>	<b>\$618,699.83</b>	<b>\$1,140,179.12</b>

HUD has informed the City that the 2017-18 HOPWA funding is no longer eligible for use because it is beyond the maximum five years’ period of performance per the federal authorizing statute. An updated agreement with HUD is required to extend the period performance beyond three years. It was also determined that an error was made in the original ordinance with regards to the 2019-20 remaining funding balance. This legislation corrects those issues and combines additional unspent 2020-21 and 2021-22 balances into consolidated agreements.

HOPWA provides housing assistance and services to prevent homelessness for individuals with HIV/AIDS and related complications, and their families. Assistance includes long-term (over 21 weeks) and short-term service, and financial assistance in the form of payments of mortgage, rent, and utilities. Both Trillium Health, Inc. and Catholic Charities Community Services maximize HOPWA assistance through the coordination of other funding sources and service providers.

These two organizations are uniquely qualified to provide services for this special needs population. Both receive additional State and Federal HIV/AIDS targeted funds, which provide for additional case management, housing placement, and other critical services. Both are active within the Rochester Area Task Force on AIDS that involves medical and support service providers, and have long-standing, close working relationships with each other.

The proposed funding will allow Trillium Health, Inc. to serve approximately 108 households, and Catholic Charities Community Services to serve approximately 85 households. Trillium Health, Inc. has participated in this program since the 1990’s and has served 619 households over the last five years. Catholic Charities Community Services has also participated in this program since the 1990’s and has served 363 households over the last five years.

The term of each agreement will be for one year with the option to extend for one additional year if funds remain in the original appropriation. If funds are different, not available, or are less than anticipated, the agreement amounts and terms will be adjusted accordingly. A Justification Statement for Awarding a Professional Services Agreement without a Request for Proposals was included with the original transmittal in July 2022 when Ordinance No. 2022-193 was approved.

Respectfully submitted,  
 Malik D. Evans  
 Mayor

Ordinance No. 2023-80  
 (Int. No. 86)

**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 unanimously.

By Councilmember Harris  
March 21, 2023

To the Council:

The **RECREATION & HUMAN SERVICES COMMITTEE** recommends for **ADOPTION** the following entitled legislation:

Int. No. 87      Authorizing an agreement relating to the marketing of the Rochester Public Market

- Int. No. 88      Authorizing an agreement for the Bands on the Bricks Concert Series
- Int. No. 89      Authorizing an agreement for the STOP Violence Against Women Act grant program

Respectfully submitted,  
LaShay D. Harris  
Willie J. Lightfoot  
Stanley Martin (*absent*)  
Mary Lupien  
Miguel A. Meléndez, Jr.  
**RECREATION & HUMAN SERVICES COMMITTEE**

Received filed and published

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-81  
Re:    Agreement – Rochester Public  
      Market – Marketing Assistance

Council Priority: Creating and Sustaining  
a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity and Opportunity

Transmitted herewith for your approval is legislation establishing \$9,600 as maximum compensation for an agreement with Kelly McBride (Rochester, NY 14609) for assistance with managing social media and marketing for the Public Market. The cost of this agreement will be funded from the 2022-23 (\$1,000) and 2023-24 (\$8,600) Budgets of the Department of Recreation and Human Services. The term of this agreement will be for one year.

Ms. McBride worked formerly as Assistant Market Supervisor/Marketing and Special Events for the City. During her employment, she significantly expanded the social media presence of the Market and revamped the Market's promotional efforts. This contract will allow her to continue to expand the social media presence of the Market and she will also assist in the planning and management of the Market's promotional efforts. This agreement requires Council authorization because there is an existing agreement in place that will push this agreement past the one year threshold.

A Justification for No RFP is attached.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-44

Ordinance No. 2023-81  
(Int. No. 87)

**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 unanimously.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-82  
Re: Agreement – Rochester Public Market,  
Bands on the Bricks Event Series

Council Priority: Creating and Sustaining  
a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity and Opportunity

Transmitted herewith for your approval is legislation establishing \$28,000 as maximum annual compensation for an agreement with Railroad Street Grill LLC dba Temple Bar and Grill (Michael P. O'Leary, Principal, Rochester, NY), for event management and beverage concession services for the 2023 Bands on the Bricks Concert series at the Rochester Public Market. The cost of this agreement will be funded from the 2022-23 (\$1,000) and 2023-24 (\$27,000) Budgets of the Department of Recreation and Human Services (DRHS) contingent upon approval. The term of this agreement will be for one year, with the option of three additional one-year renewals that will be funded from future budgets of DRHS, contingent upon approval.

Railroad Street Grill LLC will provide talent, production, sound, and beverage services for the Bands on the Bricks Concert series to be held at the Rochester Public Market on Friday evenings during July and August 2023 and in subsequent years.

Railroad Street Grill was selected through a request for qualifications process described in the attached summary. The business has provided these services for the past 25 years.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-45

Ordinance No. 2023-82  
(Int. No. 88)

## 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 unanimously.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-83  
Re: Grant Agreement – New York  
State Division of Criminal  
Justice Services Violence  
Against Women Formula Grant

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing a grant agreement with New York State Division of Criminal Justice Services for the receipt and use of a Services Training Officers Prosecution Violence Against Women Act (STOP VAWA) Formula grant totaling \$50,000. The term of this agreement is January 1, 2023 through December 31, 2023 and this is the third year of a previously awarded five-year grant. This award was anticipated and included in the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and will be anticipated and included in the 2023-24 Budget of DRHS, contingent upon approval.

The STOP VAWA grant supports the personnel expenses of a full-time Community Support Counselor in the DRHS Crisis Intervention Services Unit. The Community Support Counselor will provide support, referrals, counseling, advocacy, and safety planning to victims of domestic violence, dating violence, sexual assault, or stalking. It is anticipated that the Community Support Counselor will assist 500 victims during the program term.

This was last authorized by City Council on January 18, 2022 via Ordinance No. 2022-31.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-83  
(Int. No. 89)

**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 unanimously.

By President Meléndez  
March 21, 2023

To the Council:

The **PUBLIC SAFETY COMMITTEE** recommends for **ADOPTION** the following entitled legislation:

- Int. No. 90      Authorizing a grant agreement and amending the 2022-23 Budget for the 2022 State Homeland Security Program
- Int. No. 91      Authorizing intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to traffic and crowd control services
- Int. No. 92      Authorizing an amendatory agreement relating to an investigation of the Police Accountability Board

Respectfully submitted,  
Miguel A. Meléndez Jr.  
Mary Lupien  
Mitch Gruber  
LaShay D. Harris  
Willie J. Lightfoot  
Stanley Martin (*absent*)  
Michael A. Patterson  
Jose Peo (*voted against Int. No. 92*)  
Kimberly Smith (*absent*)

**PUBLIC SAFETY COMMITTEE**

Received filed and published

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-84  
Re: Grant Agreement – 2022 State  
Homeland Security Program  
(SHSP)

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area:

Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing an agreement with the New York State Division of Homeland Security and Emergency Services (NYSDHSES) for the receipt and use of \$195,000 from the 2022 State Homeland Security Program (SHSP) grant and amending the 2022-23 Budgets of the Fire Department by \$69,200 and Undistributed Expenses by \$21,800 for related personnel expenses. The remaining non-personnel expenses (\$104,000) will be funded directly from a Special Revenue Fund specific to this grant. Since this is a multi-year grant, any remaining personnel expenses will be appropriated in the 2023-24 Budget of the Fire Department, contingent upon its approval.

This grant was initially received by the Rochester Fire Department in 2010. It is provided to support building, sustainment and delivery of core capabilities for achieving preparedness and resilience in the event of terrorist attacks, severe weather and other significant events in the Rochester/Monroe County region. Grantees are required to build capabilities that relate to the prevention of, protection from, or response to significant events. The award contract SH22-1056-D00 period is September 1, 2022 through August 31, 2025, and no matching funds are required.

The 2022 allocation will be used for equipment, such as: Rescue Task Force personal protective equipment and training props, Structural Collapse response and training equipment, Hazmat Team mobile radios and Community Emergency Response Training (CERT) supplies (\$104,000). Funding will also support overtime back-fill for structural collapse, rescue task force sustainment training and Community Emergency Response Training (CERT) training classes (\$69,200) cluded in the funding allocation (\$21,800).

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-84  
(Int. No. 90)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-85  
Re: Agreement – Monroe County,  
Traffic and Crowd Control Services  
and Budget Amendment

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong neighborhoods

Transmitted herewith for your approval is legislation relating to police services. This legislation will:

1. Authorize an Intermunicipal Agreement (IMA) with Monroe County for the Rochester Police Department to provide traffic and crowd control services at Innovative Field (formerly Frontier 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; and
2. Amend the 2022-23 Budget by \$383,000 to reflect increased revenue estimates from departmental income for the following:
  - a. A total of \$283,100 for the Police Department representing \$34,800 from the IMA in Section 1 and \$248,300 of the funds appropriated in an agreement with the Rochester City School District (RCSD) authorized in Ordinance No. 2023-23;
  - b. A total of \$99,900 for Undistributed representing \$12,200 fringe expense for the IMA in Section 1 and \$87,700 for the RCSD agreement authorized in Ordinance No. 2023-23.

Monroe County has requested assignment of Police Officers on a reimbursable overtime basis for traffic and crowd control for regular and post-season Red Wings baseball games at Innovative Field during the 2023 season. The agreement will provide for reimbursement by Monroe County at the rate of \$84 per hour for each Police Officer, in an amount not to exceed \$94,000. The term of the agreement is March 31, 2023 through October 1, 2023. The remaining \$47,000 will be appropriated in the 2023-24 Budget contingency upon its approval.

Ordinance No. 2023-23 approved an agreement with the Rochester City School District for police services during student arrival and dismissal times but neglected to amend the Budget of the Police Department for these services. The total agreement is for \$336,000 and includes overtime and fringe.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-85  
(Int. No. 91)

**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.

TO THE COUNCIL

Ladies and Gentlemen:

Re: Int. No. 92  
Amendment to  
Ordinance No. 2022-146

Transmitted herewith for your approval is legislation establishing \$60,000 as **additional maximum compensation** for an amendatory agreement with Constangy, Brooks, Smith and Prophete, LLP as outside counsel to investigate personnel complaints at the Police Accountability Board.

The original agreement with Constangy, Brooks, Smith and Prophete, LLP was authorized on May 19, 2022 (Ordinance No. 2022-145) at \$25,000 and amended on June 14, 2022 (Ordinance No.

2022-146) to increase the maximum compensation to \$150,000. The proposed amendment will increase the maximum compensation by \$60,000 for a total of \$210,000. The amendatory amount will be funded from the 2022-23 Budget of the City Council and Clerk.

The final report was provided publicly and to both the City Council & the Police Accountability Board members on November 16, 2022. This amendment reflects the final hours billed and costs incurred by the counsel necessary to complete that report. A summary of the allocations and expenses thus far is attached.

Respectfully submitted,  
Miguel Meléndez Jr.  
President

Int. No. 92

**Authorizing an amendatory agreement relating to an investigation of the Police Accountability Board**

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 Constangy, Brooks, Smith & Prophete, LLP to investigate and prepare a report regarding complaints by personnel of the Police Accountability Board. The amendment shall increase the maximum compensation of the existing agreement, which was authorized by Ordinance No. 2022-145 and amended by Ordinance No. 2022-146, by \$60,000 to a new total of \$210,000. The amendatory compensation shall be funded from the 2022-23 Budget of the City Council and Clerk.

Section 2. This ordinance shall take effect immediately.

Failed by the following vote:

Ayes - Councilmembers Harris, Patterson, Smith - 3.

Nays - President Meléndez, Councilmembers Lightfoot, Martin, Peo - 4.

By President Meléndez  
March 21, 2023

To the Council:

The **COMMITTEE OF THE WHOLE** recommends for **ADOPTION** the following entitled legislation:

Int. No. 93      Resolution relating to standard work day and retirement reporting for Councilmembers Gruber, Martin and Smith

Int. No. 94      Resolution relating to standard work day and retirement reporting for Councilmembers Meléndez and Patterson

Respectfully submitted,  
Miguel A. Meléndez Jr. (*abstained from Int. No. 94*)  
Mary Lupien  
Mitch Gruber (*abstained from the Int. No. 93*)  
Willie J. Lightfoot  
Stanley Martin (*absent*)

Michael A. Patterson (*abstained from Int. No. 94*)

Jose Peo

Kimberly Smith (*absent*)

**COMMITTEE OF THE WHOLE**

Received, filed and published

**TO THE COUNCIL**

Ladies and Gentlemen:

Resolution No. 2023-8

Resolution No. 2023-9

Re: City Council Standard Work Day  
and Reporting Resolution

Transmitted herewith for your approval are two resolutions approving the standard monthly workday reporting for retirement purposes for certain newly elected and re-elected members of the City Council. The standard work day approach referred to in this legislation was authorized by the City Council in Resolution No. 2012-13 in accordance with the New York State and Local Retirement System Regulation at 2 NYCRR §315.4.

This legislation is being submitted for Council President Miguel A. Meléndez, Councilmembers Mitch D. Gruber, Stanley Martin, Michael A. Patterson, and Kim Smith.

- Councilmember Patterson was first appointed as the Northeast District representative on December 17, 2013, and began his second term in January 2020.
- Councilmember Gruber began his second term as an at-Large Councilmember in January 2022.
- Council President Meléndez was appointed on September 24, 2020, and began his first full-term in January 2022. He was also elected President by his colleagues in January 2022.
- Councilmembers Martin and Smith began their first term as at-Large Councilmembers in January 2022.

The legislation accepts the Councilmembers' three-month Record of Activities (ROA) logs, which have been submitted and are on file with the Clerk's Office.

The legislation is split into two resolutions so that every affected Councilmember can abstain from voting on their own retirement record without depriving the Council of a 5-member quorum to vote on each resolution.

Respectfully submitted,  
Mary Lupien  
Vice President

Resolution No. 2023-8  
(Int. No. 93)

**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.

Resolution No. 2023-9  
(Int. No. 94)

**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.

By President Meléndez  
March 21, 2023

To the Council:

The **FINANCE COMMITTEE** recommends for **ADOPTION** the following entitled legislation:

- |             |   |
|-------------|---|
| Int. No. 95 | Amending Ordinance No. 2023-25 and authorizing an agreement in relation to two Living Cities grant initiatives                              |
| Int. No. 96 | Accepting a grant, amending the 2022-23 Budget and authorizing agreements relating to the preservation of historic society collections      |
| Int. No. 97 | Authorizing an agreement relating to strategic planning and training for Diversity, Equity and Inclusion and Cultural Competence Assessment |
| Int. No. 98 | Authorizing an intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to County Historian services         |
| Int. No. 99 | Authorizing an agreement for State lobbying services  |

- Int. No. 100 Amending the Municipal Code to adopt a new Chapter 4A regarding Cable Television
- Int. No. 101 Local Law amending City Charter Section 3-4 with respect to professional services agreements
- Int. No. 102 Amending the City’s Policy and Procedures relating to the compensation threshold requiring Council approval for professional services agreements, **as amended**
- Int. No. 103 Authorizing an agreement for insurance broker services
- Int. No. 104 Authorizing an agreement for fiscal advisory services
- Int. No. 105 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
- Int. No. 106 Authorizing an assignment and amending Ordinance No. 2022-361 related to Accounts Receivable and Utility Billing software
- Int. No. 107 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

The **FINANCE COMMITTEE** recommends for **CONSIDERATION** the following entitled legislation:

- Int. No. 28 Authorizing the grant and renewal of a cable television franchise, **as amended**

Respectfully submitted,  
 Mitch Gruber  
 Michael A. Patterson  
 Kimberly Smith(*absent*)  
 Mary Lupien  
 Miguel A. Meléndez, Jr.  
**FINANCE COMMITTEE**

Received, filed and published

TO THE COUNCIL  
 Ladies and Gentlemen:

Ordinance No. 2023-86  
 Re: Cable Franchise Renewal  
 Agreement with Spectrum  
 Northeast, LLC (“Charter”)

Council Priority: Jobs and Economic  
 Development

Comprehensive Plan 2034 Initiative Area:  
 Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation authorizing the renewal of the cable franchise agreement with Spectrum Northeast, LLC, (“Charter”), a cable service provider that provides cable service in the City of Rochester and operates and maintains a cable system with above and below ground facilities and equipment in the City right-of-way as well as on private property in the City.

The City of Rochester granted the original cable franchise in 1992 to Greater Rochester Television. The franchise was assigned to Time Warner in 1994 and upon acquisition of that company, was assigned to Charter in 2016. The original agreement was for a term of ten years, which expired in 2002, and has been automatically renewed annually by the New York State Public Service Commission since that time.

During the thirty years since the original grant of the franchise, there have been many regulatory and technical changes which necessitate substantial changes to the terms of the agreement renewing the franchise. Not only did the original franchise agreement address many issues concerning the construction of a cable system, no longer relevant to the renewal agreement, but federal regulations, including a recent FCC ruling, the 2019 Third Report and Order, (“FCC Order”) requires many changes, specifically concerning the Public, Education and Government (“PEG”) access channels and the municipal drops, which is free basic cable service to City buildings. With both of these issues, the City is strictly limited in what it can require without adversely affecting the City’s revenue from the cable franchise fee.

Charter currently pays and will continue to pay, an annual franchise fee to the City of 5% of Charter’s gross revenues from its cable services in Rochester, totaling approximately \$1,816,527 for the past complete year of 2021. This amount varies slightly from year to year but has remained fairly consistent for most of the franchise history.

The City also receives funding for support of the PEG channels from Charter, \$5000 per year for the City’s Government channel, City 12 and most recently in 2021, \$726,923 for the Public channel, RCTV. It is this latter amount that has been substantially impacted by the recent FCC Order and if substantial changes were not made to the franchise renewal agreement language, this PEG amount currently being paid to RCTV would be deducted from the City’s annual franchise fee.

The City has negotiated revisions to the existing franchise renewal agreement to address the PEG issues and the municipal drop issue, as well as a number of issues necessitated by regulatory and technology changes. As for the PEG issue, the City will receive an annual increase for City 12 capital costs from the current \$5,000 to approximately \$22,000. RCTV will receive a total of approximately \$1,622,800 in PEG support over the twelve year term of the franchise, amounts determined to be compliant with the FCC Order.

As for the second issue addressed in the FCC Order, the municipal drops, Charter will voluntarily provide complimentary cable service to all major City buildings, including all RFD firehouses, all RPD offices and stations, all four NSC offices and all R-Centers. This constitutes an increase in the number of buildings receiving this service. Charter will also increase the number of channels available in this service, which will result in a reduction of approximately \$30 per building in monthly costs to RFD firehouses and several other City buildings currently paying for cable service. Under the proposed agreement, municipal drop cable service will be provided to all R-Centers, not just the two or three R-Centers that are served at present.

In addition to the matters impacted by the FCC Order, the franchise renewal includes updated references to City Codes and regulations concerning the right-of-way, increased insurance and bond amounts, a dispute resolution section, revised language concerning franchise assignment and revocation, new language for service to the hearing impaired and additional protections for the City’s franchise fee, including a revised definition of “gross revenue” and provisions for regular revenue reports. The franchise renewal will be for a period of twelve years. There is an opportunity to review and negotiate PEG support amounts after six years.

This legislation requires a public hearing.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-46

Ordinance No. 2023-86  
(Int. No. 28)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-87

Re: Amend Ordinance No. 2023-25 –  
Living Cities

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation related to a grant agreement with Living Cities (Joe Scantlebury, 1040 Avenue of the Americas, New York, NY 10018) to fund two initiatives for residents of color: the first to achieve sustainable homeownership and the second to promote entrepreneurship. This legislation will:

(1) Amend Ordinance No. 2023-25 to reduce to \$400,000 and to restrict to the homeownership initiative the original ordinance's authorization of a \$500,000 Living Cities grant for both initiatives; and

(2) Authorize a second grant agreement with Living Cities in the amount of \$150,201 to implement the entrepreneurship initiative.

Ordinance No. 2023-25 approved in January authorized one Living Cities grant agreement in the amount of \$500,000 to fund both initiatives. Shortly after the adoption of that ordinance, Living Cities offered an additional grant of \$50,201 in funding as part of the City's participation in the Closing the Gap Network, but only in return for the City agreeing to split the funding arrangement into two agreements that split Living Cities funds between the two initiatives as follows: \$400,000 for homeownership and \$150,201 for entrepreneurship.

This modification will allow the City to increase the aggregate funding for the two initiatives by \$50,201, an amount that will be anticipated and included in the 2023-24 Budget of the Office of the Mayor.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-87  
(Int. No. 95)

**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 unanimously.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-88  
Re: 2022-23 Budget Amendment – Grant  
for Historic Society Collections

Council Priority: Support the creation  
of effective educational systems

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods –  
Historic Preservation

Transmitted herewith for your approval is legislation accepting a grant from the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP), authorizing an Agreement with The Landmark Society of Western New York, Inc. for the receipt and use of \$50,000 in grant funds for historical preservation services and amending the 2022-23 Mayor’s Office Budget.

With the assistance of Assemblymember Harry Bronson, the City is the recipient of a NSOPRHP Legislative Initiative Grant to support the protection of Rochester Historical Society (RHS) collections. The grant was authorized to cover the cost of collection relocation to enable assessment and inventory. Portions of the RHS collections, in various locations, suffer from high temperatures, humidity, and water leaks that have damaged items of historical value to Rochester. The Landmark Society is in negotiations with RHS for merger and/or support of RHS collections in the event of state-mandated dissolution.

The Landmark Society will administer the grant services on behalf of the City, which includes relocation, provision of current inventory listing and preliminary condition assessment. The Rochester Public Library, Rochester Museum & Science Center, Genesee Country Village & Museum and the Landmark Society have appointed a joint working group to ensure that the collection is preserved within the community. Representatives from the City shall inspect final collection location(s) to ensure adherence with grant provisions and collection protection.

The Agreement will be through June 30, 2023 and funded from the grant proceeds.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-88  
(Int. No. 96)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-89  
Re: Agreement – All Things Diverse,  
LLC - Diversity, Equity, and Inclusion/  
Cultural Competence Assessment,  
Strategic Plan and Training

Council Priority: Support the Creation  
Of Effective Educational Systems

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation establishing \$178,067 as maximum compensation for an agreement with All Things Diverse, LLC (Tammy L. Hodo, Ph.D., President) of Jacksonville, Florida for conducting diversity, equity, inclusion, and cultural competence strategic planning and training services for the Rochester Fire Department. The term of this agreement will be for one year and will be funded from the 2022-23 Budgets of Undistributed (\$100,000), the Department of Human Resource Management (\$39,034) and the Fire Department (\$39,033).

One million dollars in City funds were allocated in the 2022-23 Budget of Undistributed to assist with implementation of RASE Commission recommendations, and \$50,000 of the funds allocated for this contract are from that allocation. The RASE Report highlighted job accessibility as Key Issue #3. The goal of this agreement is to increase the diversity of the Rochester Fire Department (RFD) workforce and to ensure the services they deliver are done in an equitable, caring, fair, and inclusive manner. This can be accomplished through building support for diversity, equity, inclusion and by working closely within the Department and community so diversity, equity, and inclusion perspectives and goals are integrated into the Rochester Fire Department's decision making, policies, practices, procedures and services. The Department seeks to increase the staff's cultural responsiveness through training and discussions to build excellence in communication and customer service for everyone regardless of race, ethnicity, gender, sexual orientation, age, socioeconomic status, disability, or other protected and important classes of people. With respect to the community, the goal is to institutionalize equity and social justice, reinforce inclusion, affirm diverse identities and experiences, support victims of hate and bias, foster respect among all, and celebrate differences as this is essential to a shared goal of being a welcoming community where everyone can thrive.

In this agreement, All Things Diverse LLC will address all of the following requested services:

- ✓ Conduct an organizational assessment and develop a baseline report for current organizational practices and evaluate the level of diversity, equity, inclusion and cultural competence awareness;
- ✓ Analyze the Rochester Fire Department's operations policies and initiatives, with a focus on diversity, equity, inclusion and cultural competence and identify those areas where marginalized populations face structural inequities not addressed by current policies and procedures;
- ✓ Work with the leadership in the Rochester Fire Department in guiding and developing a Mission and Vision statement along with formalizing a new set of values that would include diversity, equity, and inclusion perspectives;
- ✓ Design and facilitate learning opportunities for all Rochester Fire Department employees and develop a Diversity, Equity and Inclusion Strategic Plan.
- ✓ Develop a plan that can be used by the Rochester Fire Department when engaging in community events in an effort to build trust between the Department and the community they serve.

All Things Diverse LLC was selected through a request for proposal process described in the attached summary.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-47

Ordinance No. 2023-89  
(Int. No. 97)

**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 – Councilmember Peo - 1.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-90  
Re: 2022-23 Budget Amendment –  
County Historian

Council Priority: Support the creation  
of effective educational systems

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods –  
Historic Preservation

Transmitted herewith for your approval is legislation authorizing an Intermunicipal Agreement (IMA) with Monroe County for County Historian services and amending the 2022-23 Library Budget to accept \$50,000 for Library administration of the IMA services.

Monroe County issued a Request for Proposal (RFP) for County Historian services in fall 2022; the Rochester Public Library responded outlining activities to be provided by the Central Library's Local History and Genealogy Division. Under the IMA the Library will move the County's historical archives from its current location at St. John Fisher's Lavery Library to the Central Library's Rundel Memorial Building. The Library shall maintain the County's historical archives, perform the duties of the County Historian as outlined in the RFP, and engage consultant(s) to assess and evaluate the County Historian responsibilities and collections.

It is the intent with the first year of the IMA, the Library, City and County will explore the feasibility of shared service between the County and City for a regional history center, possibility of a long-term plan for the working relationship between the parties for maintaining regional historical archives as well as optimal physical and virtual spaces to provide City as well as County Historian services.

The IMA will be for a one-year period beginning April 1, 2023 with four additional one-year renewal period options. Subsequent year services will be incorporated as part of the annual Library budget process.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-90  
(Int. No. 98)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-91  
Re: Agreement – Greenberg Traurig, LLP  
State Lobbying Services

Transmitted herewith for your approval is legislation establishing \$96,000 as the maximum compensation for an agreement with Greenberg Traurig, LLP (Robert M. Harding, Shareholder) to provide inter-governmental affairs services in connection with the City's interactions with the New York State government (the Services) for a term commencing on February 1, 2023 and ending on December 31, 2023. The cost of the agreement will be funded from the 2022-23 Budget of the Office of Mayor.

The scope of the Services will include but not be limited to:

- Providing intergovernmental affairs advice in connection with the New York State Legislature, Executive and regulatory agencies;
- Monitoring of legislation, budget actions, and proposed rules and regulations of interest to the City;
- Attending legislative sessions, hearings and committee meetings as necessary; and
- Assisting the City to develop and communicate to relevant legislators and staff the City's positions on various legislative and budgetary initiatives, as well as arranging meetings with legislative, executive branch or regulatory agency officials to advance City objectives.

The City issued a request for proposals (RFP) for the Services and received no responses. A No-RFP Justification form describing how the City obtained and assessed a proposal from the Greenberg Traurig firm in lieu of responses to its RFP, is attached.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-48

Ordinance No. 2023-91  
(Int. No. 99)

## **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.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-92

Re: Cable TV Code Amendments

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation authorizing amendments to Chapter 4A Cable Television of the Municipal Code of the City of Rochester (Chapter 4A). These amendments are being made in conjunction with the renewal of the cable franchise agreement (Agreement) with Spectrum Northeast, LLC, (Charter), the cable service provider in the City of Rochester. Many of the changes to Chapter 4A are being made to ensure that it is consistent with the terms of the Agreement. Additional revisions to the Chapter are being made because of changed circumstances since the adoption of Chapter 4A in 1991, including changes to state and local agencies cited in the ordinance, changed technology and new state and federal cable regulations.

Rochester City Council adopted Chapter 4A in December 1991, by Ord. No. 91-532 and the next year granted the original cable television franchise to Greater Rochester Television, which was subsequently assigned to Time Warner in 1994 and to Charter in 2016.

In the more than thirty years since the adoption of Chapter 4A, there have been many regulatory and technical changes which require substantial changes to the terms of the Agreement, and in turn require changes to Chapter 4A, to ensure that there are no inconsistencies or conflicts between the two documents. Chapter 4A was adopted when the cable provider was constructing its cable infrastructure and many ordinance requirements related to that issue are no longer relevant. New federal regulations, including a recent FCC ruling, the 2019 Third Report and Order (FCC Order), require many changes to the Agreement and Chapter 4A, specifically concerning the Public, Education and Government (PEG) access channels. Other changes are being made to Chapter 4A to clarify its provisions. Instead of lengthy paragraphs describing multiple requirements, the

ordinance now refers to the appropriate state or federal cable standards. Not only does this simplify the ordinance language but it ensures that Chapter 4A stays current with changing state and federal regulations.

The substantive amended provisions of Chapter 4A include:

- Amended and added definitions to be consistent with the Agreement, with new state and federal regulations and new state agencies established since the adoption of Chapter 4A in 1991.
- Added references to City codes and regulations protecting the City-owned right-of-way, including City Code Chapter 104 and the Rules and Regulations for Work in the Right-of-Way.
- Revised section concerning the access channels for public, educational and government use (PEG) channels to comply with the FCC Order.
- Revised franchise revocation section to be clearer and consistent with Agreement.
- Revised section on assignment and transfer of franchise to be clearer and consistent with Agreement.
- Increased insurance amounts to reflect the coverage amounts that Charter will be required to maintain under the Agreement and to be consistent with amounts required for telecommunications providers working in the ROW.
- Added security bond language for \$100,000 to be consistent with the Agreement.
- Revised construction bond requirements to reflect fact that Charter has completed its major construction and added the security requirements in Chapter 104 and the Rules and Regulations to apply to ongoing work by Charter and in the event of a new franchisee.
- Deleted “Penalties” and added liquidated damages provisions, to be consistent with the Agreement.
- Revised indemnification language, which is equally protective of the City, and is consistent with the Agreement.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-92  
(Int.No. 100)

### **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;
- (3) 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 ¾ 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 ¾ 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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Local Law No. 2023-2  
Ordinance No. 2023-93

Re: Increasing the City Council  
PSA approval threshold

Transmitted herewith for your approval is legislation related to professional service agreements. Currently, professional service agreements with experts, counsel, or consultants amounting to compensation of more than \$10,000 require authorization by the City Council. This threshold was established in December 1991 by a local law that increased the threshold from \$3,000. Per the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI) Inflation calculator, \$10,000 in January 1992 has the purchasing power of approximately \$21,600 in January 2023.

This legislation will:

1. Amend the City Charter with respect to professional services, increasing the threshold for City Council approval from \$10,000 to \$20,000.
2. Amend the Policy and Procedures for Procurement and Professional Services and Requests for Proposals adopted in Ordinance No. 2012-318 by increasing the threshold for City Council approval from \$10,000 to \$20,000.

Respectfully submitted,  
Willie J. Lightfoot, Sr.  
Councilmember

Local Law No. 2  
(Int. No. 101)

**Local Law amending City Charter Section 3-4 with respect to professional services agreements**

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

Section 1. Chapter 755 of the Laws of 1907, entitled "An Act Constituting the Charter of the City of Rochester", as amended, is hereby further amended in Section 3-4, Appointment of experts, to read in its entirety as follows:

The Mayor may employ experts, counsel or consultants for special services, provided that compensation for any such services in an amount in excess of ~~\$10,000~~ \$20,000 shall be fixed by the Council.

Section 2. This local law shall take effect immediately upon filing in the Office of the Secretary of State as provided by Section 27 of the NYS Municipal Home Rule Law.

Strikeout indicates deleted text, new text is underlined

Passed unanimously.

Ordinance No. 2023-93  
(Int. No. 102)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-94  
 Re: Agreement - Haylor, Freyer &  
 Coon, Inc. Insurance Broker  
 Services

Council Priority: Deficit Reduction  
 and Long Term Financial Stability

Transmitted herewith for your approval is legislation authorizing an agreement with Haylor, Freyer & Coon, Inc., (Principal, Steven G. DeRegis, Vice President), 231 Salina Meadows, Syracuse, New York 13221, for insurance broker services. The term of this agreement will be for three years, with an option for two one-year renewals. Compensation is provided to the broker by the insurance company that underwrites policies carried by the City. The last agreement for insurance broker services was authorized in April 2018 via Ordinance 2018-88.

Compensation of agents (or brokers) is regulated by NYS Insurance Laws (#2101,2314 and 2324), which prevent agents and brokers from “netting” premium and replacing commissions with a fee, especially as it relates to placing coverage. Standard commission rates are typically in the range of 10% to 15%. The average commission received from the insurance carriers will be approximately 12% of the premium paid.

Premiums for existing policies total \$928,240 in 2022-23. Premiums for the six City-owned parking garages \$349,327, are paid directly by the Parking Bureau. The remaining premiums are paid by the Budget of Undistributed.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-49

Ordinance No. 2023-94  
(Int. No. 103)

### **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 unanimously.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-95  
Re: Agreement - Capital Markets  
Advisors, LLC, Fiscal Advisor  
Services

Council Priority: Deficit Reduction and  
Long Term Financial Fiscal Stability

Transmitted herewith for your approval is legislation authorizing an agreement with Capital Markets Advisors, LLC (Orchard Park, NY), Richard Ganci, Executive Vice President, for fiscal

advisory services related to the issuance of debt instruments by the City of Rochester. The term of the agreement will be for three years with provision for two one-year renewal periods. Compensation will be on a fee-basis, not to exceed \$100,000 annually. The cost will be funded from the 2023-24 and subsequent annual Budgets of the Finance Department, contingent upon their approval.

To finance various capital projects, the City annually issues or reissues \$125 million to \$200 million in bond anticipation notes and/or bonds. In addition, the City may occasionally issue short-term debt in the form of revenue anticipation notes or tax anticipation notes to finance the short-term cash requirements of the City School District, depending on the timing of receipt of New York State Aid funds.

Under the proposed agreement, Capital Markets Advisors, LLC will provide the following services:

- Financial planning and analysis\
- Marketing activities
- Document preparation and review
- Debt offering verifications and communications
- Material event disclosures

The fees for services will be limited to the following:

- Negotiated and competitively sold bonds \$20,500 for each bond issue
- Negotiated and competitively sold notes \$12,500 for each note
- Services unrelated to a specific note or bond issue Hourly rate of \$175
- Material event disclosures 2,500 per year

Out-of-pocket expenses for items such as printing of preliminary and final official statements, legal advertising, mailing, etc. will be billed at actual cost.

The consultant has been informed of the Living Wage. The Department of Finance will ensure compliance.

Respectfully submitted,  
Malik D. Evans  
Mayor

Attachment No. AW-50

Ordinance No. 2023-95  
(Int. No. 104)

### **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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-96  
Re: Appropriation - American Rescue  
Plan Act and Agreement,  
Subrecipient Monitoring and  
Evaluation Services

Council Priority: Deficit Reduction and  
Long Term Financial Stability

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity and Growth

Transmitted herewith for your approval is legislation to related to monitoring and evaluation services for the American Rescue Plan Act (ARPA). This legislation will:

1. Appropriate \$454,100 in ARPA funds to support monitoring and evaluation of ARPA-funded projects and subrecipients.
2. Amend the 2022-23 Budget of the Mayor's Office to reflect a portion of the appropriation authorized herein. The remaining funds will be anticipated and included in the 2023-24 Budget of the Mayor's Office, contingent upon approval.
3. Authorize an agreement with Bronner Group, LLC (Don Davis, Director of Professional Services, Chicago, Illinois) for the implementation, evaluation, and results measurement of programs that have been funded with ARPA dollars, with a focus on programs involving subrecipient agencies. The term of the agreement shall be two years and the cost of the agreement will be \$454,090 to be funded by the 2022-23 (\$227,045) and 2023-24 (\$227,045) Budgets of the Mayor's Office.

This project is an eligible use of ARPA funding under the Final Rule Expenditure Category 7.1 Administrative Expenses.

The City has appropriated ARPA funds for approximately 50 projects, and many of these projects utilize external agencies as implementation partners or subrecipients. Bronner Group, LLC will partner with the City to develop and implement an overall City of Rochester ARPA subrecipient monitoring plan and program evaluation. Services will include the creation and maintenance of an inventory of subrecipients for ARPA funded projects; quantitative and qualitative data collection and analysis to evaluate compliance and program achievements; and regular reporting that reflects analysis of qualitative and quantitative data, subrecipient adherence to Treasury guidelines, subrecipient program achievements, outcomes, and impacts and provide recommendations for program improvement where appropriate.

Bronner Group, LLC was selected through a Request for Proposals (RFP) process. A Vendor Selection Form is attached.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-96  
(Int. No. 105)

**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 unanimously.

TO THE COUNCIL  
Ladies and Gentlemen:

Ordinance No. 2023-97  
Re: Amendment to Appropriation –  
American Rescue Plan Act and  
Amendatory Agreements, Accounts  
Receivable Enterprise Solution

Council Priority: Deficit Reduction  
and Long Term Financial Stability

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity and Growth

Transmitted herewith for your approval is legislation related to the funding to procure and implement an enterprise Accounts Receivable and Utility Billing software solution to replace three critical Mainframe systems. This legislation will:

1. Authorize an assignment of the existing Software as a Service (SaaS) agreement with Infor Public Sector, Inc. (Infor) as authorized pursuant to Ordinance No. 2021-265 and amended in Ordinance No. 2022-361, [Kevin Samuelson, CEO, 641 Avenue of the Americas, New York, NY 10011] to Infor (U.S.) LLC.

2. Amend Council Ordinance No. 2022-361 to authorize the agreement with Infor (U.S.) LLC \$760,015 rather than Infor Public Sector, Inc. (Infor), [Kevin Samuelson, CEO, 641 Avenue of the Americas, New York, NY 10011]. All material terms will remain the same.

The assignment of the agreement and amendment of the prior ordinance are necessary due to funding source requirements imposed by the American Rescue Plan Act of 2021 (ARPA), which was previously approved for this project. Following approval of the agreement with Infor, it was discovered in the course of contract negotiations that its subsidiary, Infor (U.S.) LLC, was better suited to meet the City's needs with respect to ARPA reporting and compliance. As such, the assignment of the prior agreement and amendment of the prior ordinance were determined by the Law Department to be necessary.

Infor will provide software licensing and VIP will provide implementation services including project management, data migration, system configuration, process refinement, and end user training. A request for proposals was not issued for these services as Infor Public Sector serves as the City's current permitting, licensing, and code enforcement system and includes cashiering and financial configuration that is currently integrated with the City's financial system. VIP currently serves as the implementor for the existing Infor solutions in use at the City and has unique knowledge of the City's current configuration of the solution. The initial contracts with Infor Public Sector, Inc. and Visionary Integration Professionals, LLC for the Infor implementation were authorized by Council Ordinance 2021-265. It was anticipated that implementation of the new modules will begin in January 2023, and that the modules will be implemented in stages through January 2025. The balance of the appropriation will be included in future budgets of the Department of Information Technology, contingent upon their approval, for maintenance costs.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-97  
(Int. No. 106)

**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 unanimously.

TO THE COUNCIL

Ladies and Gentlemen:

Ordinance No. 2023-98  
Re: Utility Use License –  
Greenlight Networks

Council Priority: Rebuilding and  
Strengthening Neighborhood Housing

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing a license agreement authorizing Greenlight Networks, LLC (1777 East Henrietta Road, Henrietta) to use non-public space in the basement of Arnett Branch Library at 310 Arnett Boulevard as a connection point for expanding its fiber internet network service into the surrounding neighborhood.

The use will be restricted to an approximately six-foot square portion of the Arnett Branch’s utility room to establish a point of presence (PoP) site that Greenlight will use to extend its fiber internet network service to more 19th Ward for residential accounts. Greenlight will be responsible for installing and maintaining the PoP facility, including any necessary electrical improvements, and shall compensate the City/Library for the PoP’s sites share of the building’s electricity consumption. The Library will provide access to the space, separated from public operations.

Greenlight will pay an annual license fee of \$2,500, a rate approved as being fair by the Director of Real Estate. The term of the license will be five years with the option to extend the term for an additional period of 5 years.

Respectfully submitted,  
Malik D. Evans  
Mayor

Ordinance No. 2023-98  
(Int. No. 107)

**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 unanimously.

The meeting was adjourned at 7:22 pm.

HAZEL L. WASHINGTON  
City Clerk