

**SUPREME COURT
NEW YORK STATE ONONDAGA COUNTY**

**Columbus Monument Corporation,
Nicholas J Pirro, Bob Gardino , Joanne Gardino,
James Albanese, Mike Albanese, Katie Albanese,
Mary Emily Alibrandi , Silvio and Lauren
Ascenzo , Brenda Wendy Lee Bousefeld, Andrea
Bucci, Angelo and Margaret Chiodo , Joan
Christensen, Gabriel DiGenova , Peter DiGenova,
Gene Fisch , Andre Grasso , Kevin Kane ,
Shannon Kennedy, Bill Kinne , Joe Lepiane, Ted
Massey, Randy Potter, Joseph Russo ,
Gerarada Scuderi, Charles Tremper, John
Vigliotti ,**

Petitioners

Vs.

**City of Syracuse, Ben Walsh, ind, and as Mayor
of the City of Syracuse**

Respondents

**NOTICE OF
PETITION
Index**

ON READING AND FILING the petition of Nicholas J Pirro, sworn to on May 14, 2021, and all the papers and proceedings had before this, the petitioners will move this Court at a Motion Term thereof the Onondaga County Courthouse, 401 Montgomery Street, Syracuse NY 13202, (or by Teams) on _____, **2021, at _____ AM** or as a soon thereafter as counsel may be heard, for an Order :

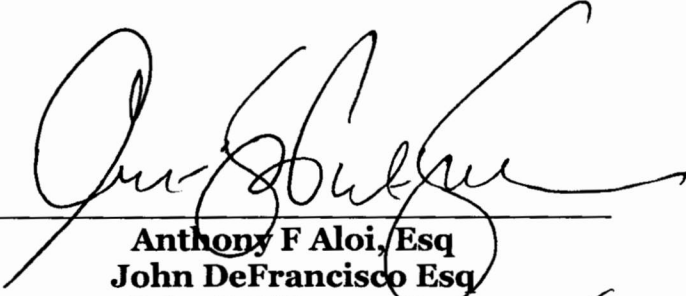
- 1) Per CPLR 7803(2) prohibiting the Mayor or his commissioners from seeking
 - a. The approval of the Syracuse Public Art Commission, and
 - b. a Certificate of Appropriateness from the Syracuse Landmarks Preservation Board,
 for the purpose of altering or removing the Christopher Columbus Monument as the same act (as threatened) is outside his authority, and
- 2) Per CPLR 7803(1) and (3) enjoining the Mayor and City to do anything but conserve the Monument in its present form, as commanded by law, including the trust provisions of Section 8-111 of the City Charter to avoid waste and the City's assumed duty to do so, and

3) Per CPLR 3001 adjudging that:

- a. the City of Syracuse and its Mayor have no legal right to 1) alter the piece of art known as the Christopher Columbus Monument or 2) remove same or any part of it from its present place on Columbus Circle in the City of Syracuse, and
 - b. That the Mayor's stated goal to alter of the Monument by removing the statuary violates the City's assumed duty to protect the Monument as well as Section 8-111 of the City Charter and
 - c. The Monument has not exceeded its useful life,
- 4) doing the above in the discrete exercise of the Court's inherent power to do one or more of the above in the interests of justice between the parties, and
- 5) for such other, further, or different relief as the Court finds proper.

Answering papers, if any are to be served no less than seven days before the above return date per CPLR §2214(b) or local rules.

DATED: 5/14/2021



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TO: City of Syracuse
Ben Walsh, Mayor
233 E Washington Street
Syracuse NY 13202

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*Petitioners***

Verified Petition

Vs.

**City of Syracuse, Ben Walsh, as Mayor of the City
of Syracuse
*Respondents***

NEW YORK STATE)
ONONDAGA COUNTY) SS:

Nicholas J Pirro, one of the petitioners, being duly sworn, deposes and alleges as follows that:

NATURE OF THE ACTION

1. This petition seeks relief under CPLR Article 78 to prohibit the City of Syracuse from altering or removing the Christopher Columbus Monument at Columbus Circle. The petition also asks for judgment declaring the City without legal authority to alter or remove the Christopher Columbus Monument and that the threatened actions of the Mayor constitute a breach of Trust under the City Charter. To that end, the petitioners seek relief under Article 78 directing the City to maintain the Monument in its current form.

2. By way of context, the petitioners seek to stop the Mayor of Syracuse, and the City government, from altering, desecrating or destroying the Christopher Columbus Monument in St. Mary's Circle in its present form ("Monument"). The Monument, entrusted to the City in 1934 by thousands of City residents of Italian descent in gratitude for America, sits within a preservation district that includes the Onondaga County Courthouse, the Roman Catholic Cathedral of the Immaculate Conception, the First Baptist Church, the historic Carnegie Library, the historic Wesleyan Methodist Church and the Powelson property. Besides its significance to community members, it is a magnificent piece of art reflecting the collaboration between noted Florentine sculptor Renzo Baldi (who crafted the statuary) and nationally regarded [Syracuse architect Dwight James Baum](#). (who designed the obelisk and fountain) ¹ The Monument is protected by various state, local and federal preservation laws.
3. The respondent Walsh, in disregard of all this, unilaterally decreed (i.e., without legislative direction by the Common Council) and [threatened, on October 9, 2020](#), three days before the public's 88th Columbus Day celebration held within the Circle, to personally see the Monument be removed from its home and moved to a not -identified "private location." He continues that threat today.
4. Petitioners object to the Mayor's intentions. Moreover, petitioners believe the Mayor is without power:
 - a. under the City Charter and
 - b. under the assumed duty the City owes the State and its citizens, nor
 - c. under the requirements of the Syracuse public art ordinance and the Syracuse public art plan, nor
 - d. under the requirements of the Landmark Preservation statutes,to effect his baleful intentions.

¹ We hereby use hyperlinks instead of footnotes.

5. The City and its residents (including the petitioners) will be irreparably harmed if the respondents are allowed to lay waste to the Monument in any way, now and in the future.
6. A verified Notice of the Claims upon which this petition is founded was served on the respondents on 01/07/2021 which is a date within three months of the date the claim accrued.

PARTIES

7. Now and all relevant times, the petitioner **Columbus Monument Corporation** (“Corporation”):
 - a. Is a not-for-profit corporation organized and existing per the laws of New York State with a principal place of business at 328 Scott Av, Syracuse NY 13224 in this County;
 - b. Is the successor in interest to the Columbus Monument Association;
 - c. Has a vested interest in the City maintain and preserving the Monument.
8. Now and at all relevant times the petitioners and each of them:
 - a. Is a resident and taxpayer within the City of Syracuse, Onondaga County;
9. The respondent **City of Syracuse** (“City”) is a municipal corporation organized and existing under the laws of New York State with a principal place of business at City Hall, 233 E Washington St, Syracuse , NY in this County.

10. The respondent **Ben Walsh** (“Walsh” or “Mayor”) is the Mayor of the City of Syracuse, and as mayor is a municipal officer elected under and subject to the City of Syracuse City Charter and the laws and ordinances made thereunder, and subject to the laws of New York State, with a principal place of the Mayor’s business at City Hall, 233 East Washington Street, Syracuse, NY 13202.

FACTS

11. According to US Commerce Department data [analyzed by Mount Holyoke College](#), nearly 3,000,000 people immigrated from Italy to America in the years 1900-1915. Although World War I paused immigration, it resumed post-Armistice - [over 200,000 Italians came to America in 1921 alone](#).² However, [the Johnson-Reed Act](#) curtailed immigration from Italy and other countries for several decades thereafter.
12. Of those who came and remained in the United States, many moved to Syracuse in Onondaga County. [Published reports](#) show that 5,000 Italian Americans numbered among the 134,000 City residents in 1897. By 2010, an estimated 22% of the City’s 145,000 residents identified as Italian American, as we are informed and believe.
13. Those that came to this country were subjected to decades of racism, prejudice, segregation, discrimination in housing and employment and subject to acts of violence from many groups. They were also subjected to arbitrary arrest and acts of violence by law enforcement because of the dark color of their skin. [The largest mass lynching in US history took place in New Orleans in 1891](#). After nine Italians were found not guilty of the murder of a police officer, a mob stormed the jail and dragged them and two other Italians who were being held on unrelated matters. They lynched all 11 Italians.

14. In spite (or because) of this, local Italian -Americans, grateful for their freedom and opportunity in America, sought public ways to express their pride in both their native and adopted lands.
15. In 1934, residents of Syracuse and Onondaga County, mostly Italian -American immigrants and citizens of Italian descent, embodied by the Columbus Monument Association, ³ bestowed upon the City a monument and statue of Christopher Columbus. The City accepted the Monument and placed it in St. Mary's Circle.
16. St. Mary's Circle (Colloquially known as Columbus Circle) , was formed by the intersection of Montgomery, Jefferson and Onondaga Streets.
17. Mayor Roland Marvin accepted the Monument at St. Mary's Circle, although the City concedes it cannot find a deed to the land. (Ex 4).
18. Since 1934 the Association (now the Corporation) holds a wreath laying ceremony at the Monument on Columbus Day.
19. The purpose of the ceremony is to remember the coming of Italian Americans to Syracuse and to celebrate the achievement of the Italian American community in Syracuse, including honoring a local person of Italian descent for his or her personal achievements and contributions to Central New York.

City recognizes the Monument as Both History and Art

20. In 1980, the City placed the Monument and 14 other edifices in the National Register of Historic Places as the [Montgomery Street-Columbus Circle District](#).
21. According to the [National Parks Service](#), the National Park Service's National Register of Historic Places "is part of a national program to coordinate and

³ The Association was the vehicle with which funds were raised to pay for the statue.

support public and private efforts to identify, evaluate, and *protect America's historic and archeological resources.*" (emphasis ours)

22. In 2007, the City enacted a [Public Art Ordinance](#). The purpose of the Ordinance is to encourage and facilitate the installation of public art and maintain an inventory of Syracuse's public art.
23. As we are informed and believe, the Monument is a single item within the City's public art collection.

The City Commits to Preserve the Monument

24. In 1990, anticipating the 500th anniversary of Columbus' first voyage to this Hemisphere, the City and private residents under the auspices of the Association sought to restore the Monument and conserve the surrounding Circle.
25. In the end, the Monument and Circle were renovated by combined fiscal contributions of New York State, the City and the Association. (see discussion *infra*)
26. The New York State portion was funded via the NYS Environmental Quality Bond Act of 1986, which set aside State money to aid the State in the "*preservation and protection of historic properties* through and in conjunction with local governments ". (Ex 1) (emphasis ours)
27. In 1990, the City entered a contract with New York State (Ex 1) The City and State made plain the reasons for the contract, to wit:

WHEREAS, the preservation of the historical, architectural and cultural heritage of the State of New York is of inestimable educational value and significance, in that it provides us with a sense of orientation, civic identity and a means of understanding our past, and

28. In exchange for \$200,000 in Bond Act money to restore and preserve the Monument, the City was required, in pertinent part, to raise matching funds.
29. Also, in exchange for \$200,000 in Bond Act money to restore the Monument and “(I)n order *to assure the preservation of the historic resource*, “⁴ the contract to grant the State an easement or historic restriction to Parks. (Ex 1, ¶13). This took the form of a restrictive covenant running with St. Mary’s Circle. (Ex 2) (see below).
30. Relying on the City’s promise to it and the State to preserve the Monument in its present form, the Association raised \$167,000 ⁵ among local residents, which the Common Council accepted on behalf of the City by resolution.

The City Now Breaks its Promise

31. On June 27, 2020, an amorphous group calling themselves the Resilient Indigenous Action Collective (RIAC) in league with Black Lives Matter and something called “Last Chance for Change” held a rally demanding the Monument be removed in two days or else.
32. [Walsh attended the rally](#). He was no innocent bystander.
33. In an interview with Syracuse.com published on June 25, 2020, two days before the RIAC call for removal, Walsh stated:

“from what I know about Christopher Columbus (*shaking head*), the atrocities he imposed, directly or indirectly, on indigenous people are unforgivable... I’ve said from day one I am concerned about the message that statue sends to our constituents. “⁶

⁴ Emphasis ours

⁵ That amount is the equivalent of \$345,000 raised today <https://www.inflationtool.com/us-dollar/1990-to-present-value?amount=167000>

⁶ Starting at 2:10 and then 3:43 at <https://www.syracuse.com/news/2020/06/syracuses-columbus-statue-debate-why-we-should-remove-it-and-why-we-should-keep-it-video.html>

34. Then, on June 27, 2020, Walsh publicly announced his intention to remove the monument. ["The status quo in Columbus Circle today is unacceptable."](#)
35. Lastly, on October 9, 2020, Walsh [in a press release](#) declared the City of Syracuse will remove from the Monument the Columbus statue, the four heads of Indigenous peoples of the Plains and the *bas relief* plaques. (collectively referred herein as "statuary")
36. The Mayor has repeatedly stated he intends to move the removed parts to a private site, leaving the debased obelisk as a "monument."

POINT 1

The Mayor lacks authority in law to act against the Monument

37. The Mayor publicly declares he will effect his intention by seeking approval from the Syracuse Public Art Commission and a Certificate of Appropriateness from the Syracuse Landmark Preservation Board.
38. That presumes he has the power to remove, alter, or debase or desecrate a public monument which is also a significant piece of public art.
39. He has no such power.
40. The powers and duties of the Office of the Mayor, currently held by Walsh, are enumerated in [Section 5-205 \(1\) and Section 5-205\(A\)](#) of the City Charter (Charter").
41. Section 5-205 (1), of which we ask the Court to take notice, states:
- (1) *Executive and administrative powers.* The mayor shall be the chief executive officer of the city. He shall be responsible to the people for the administration of the affairs of the city and he shall see to it that the work of all officers, departments, and boards is properly coordinated. To this end, he shall:
 - (a) See that the laws of the state, the provisions of this charter, local laws, ordinances, and regulations of the city are enforced.

- (b) Remove or suspend at his pleasure any person whom he may appoint to a position of trust or emolument.
- (c) Receive and examine all complaints made against any officer for neglect of duty or malfeasance in office.
- (d) Have authority to examine the books, papers, records, accounts, moneys, securities and property of the city in the possession of all offices, departments, and boards which he supervises, and may in his discretion delegate such authority to one or more competent persons.
- (e) Request the auditor to make any special audit or examination he deems appropriate.
- (f) Require of officers, departments or boards, the preparation and submission to him of any reports he deems appropriate.
- (g) Sign all contracts, bonds or other instruments requiring the assent of the city, except those which other officers are authorized by this charter, or by the council under this charter, to sign. The signature of the mayor on bonds or other negotiable instruments may be by a controlled facsimile or other similar device.
- (h) Administer oaths necessary or appropriate for the performance of his duties.
- (i) Exercise such other powers and perform such other duties as may be prescribed by statute, this charter or ordinance.

42. Section 2-205A of the Charter, of which we ask the Court to take notice, states:

In addition to the powers and duties provided in section 5-205 herein the mayor shall:

- (1) Review, modify, and recommend the annual budget to the council in accordance with Article VI of this Charter.
- (2) Review, amend and approve budgetary allocations and allotments of appropriations in accordance with Article VI of this Chapter.
- (3) Transfer appropriations within an office, department, or board, from one class or work program to another.
- (4) Transfer appropriations between offices, departments and boards when approved by ordinance of council.
- (5) Fix the number and compensation of officers and employees of all offices, departments and boards, except when fixed by law.
- (6) Review, modify, adopt and transmit to the council each year a six-year capital improvement program.

(7) Approve acquisition or disposition of real property.

(8) (a) Award contracts for professional services, following the completion of the administrative procedure established in accordance with paragraph (b) below, subject to the approval of the common council.

(b) The mayor shall establish an administrative procedure to be used to assist him in the exercise of the authority to award professional service contracts. The administrative procedure shall include a request for proposal process, a screening committee consisting of representatives of city departments and such other persons as the mayor shall determine to be necessary. In addition, the administrative procedure may provide for alternative procedures for the various types of professional service contracts to be awarded including but not limited to architects, engineers, construction managers, management consultants, auditors, real estate developers, lawyers, and real estate appraisers, and may provide for waiver of the administrative procedure in those instances where the mayor determines such a waiver to be necessary in the public interest based on the circumstances, including but not limited to financial, legal or public necessity grounds. In those instances where a waiver is determined to be necessary, the mayor may state in writing the reasons for such a waiver. The request for proposal process shall be applicable to all professional service contracts which involve the expenditure of ten thousand dollars (\$10,000.00) or more. The mayor shall include a member or members of the common council in the administrative procedure to assist the common council in the performance of the approval required by paragraph (a) above.

(c) The administrative procedure established in accordance with paragraph (b) above shall include the solicitation of qualified professional firms and individuals to be included on a master list for use in the request for proposal process and a minimum of three (3) firms and/or individuals shall be solicited for each professional services contract even when a waiver of the request for proposal procedure is authorized.

43. Under Chapter 14 of Part S of the Revised City Ordinances, the Mayor shall appoint a Parks Commissioner to act in his stead regarding city parks and property within the parks. [Section 14-28\(2\)](#) states pertinently that “The commissioner shall have exclusive jurisdiction, control and authority over *the care and maintenance of public monuments, statues, drinking fountains and all permanent works of art, decoration or ornament placed in any of the parks, streets or public places of the city.*” (emphasis ours)

44. In other words, there is no provision in the City Charter giving the Mayor the power to alter or demolish or remove any part of the Monument or piece of public art (like the Monument) entrusted to the City.

45. Thus, any action by the Mayor or his commissioners to ask for a Certificate of Appropriateness is outside of his jurisdiction and his threatened action must be prohibited.⁷

POINT 2

The City Assumed a Duty to Preserve the Monument

46. As stated above, anticipating the 500th anniversary of Columbus' first voyage to this Hemisphere, the Association and others undertook plans in 1990 to renovate the-then 56-year-old Monument.
47. The City was a willing, active participant.
48. As stated above, in January 1990 the City entered into an Environmental Quality Bond Act Project Agreement for preservation and protection of the Monument ("Contract") with the NYS Office for Parks, Recreation and Historical Preservation ("Parks"). (Ex 1).
49. The City of Syracuse described the project as follows:

St. Mary's Circle and Columbus Monument, located at the intersection of Montgomery, East Jefferson and East Onondaga Streets in downtown Syracuse, is considered an important historic resource in the community, listed in both the State and National Registers as part of the Montgomery Street -- Columbus Circle Historic District. The Circle, in existence since the 1870's at the heart of a residential district, is the organizational element for the City's current governmental and cultural center. The space was modified in 1934 to accommodate a bronze statue of Christopher Columbus, fountain, plantings and public seating. This project involves the restoration of the monument, including its pedestal and base, and restoration of the fountain, including its mechanical systems and general design.

Ex 1, Schedule A.

⁷ We also note that while the [Syracuse Zoning Ordinance Part C, Section VII, Article 7](#), requires the City to seek a Certificate of Appropriateness before touching the monument, there is no provision in Section VII or Article 7 that gives the Mayor power to do so. One presumes such authority, then, springs from the Common Council.

50. Based on the City's representations, Parks contributed \$200,000.00 towards the project. Based on the City's representations, \$167,000 in private donations were solicited by the Association and accepted by the City.
51. The three parties' interest in the Monument was to conserve and preserve the Monument as "an important historic resource in the community." (Ex 1) (Ex 2, ¶3)
52. As stated above, Parks' Bond money came with restrictions. Principally, the City executed a Preservation Covenant ("Covenant") with Parks. (Ex 2) Pertinently, the City promised *to keep and maintain* the Monument "in reasonably good order, condition and repair ..." (Ex 2, ¶ 6)
53. This promise was deemed to run with the land known as St Mary's Circle (colloquially called Columbus Circle). The Covenant was filed with the Onondaga County Clerk on May 18, 1993. (Ex 2)
54. The Covenant is to run for 23 years *or the useful life* of the Monument, *whichever is longer*. (Ex 2, ¶5).⁸ Pertinently, the City described the long-term health of the Monument like this:

Perhaps the most important success achieved through the scope of this restoration project will never be seen or appreciated by the park user. Through careful selection and use of contemporary construction materials and methods, the structural attachment and reinforcement details used will ensure the long term integrity of this restoration project. Additionally, redesign of the fountain plumbing system will allow future repair or replacement without excavation or removal of site features.

(Ex 3)

Thus, the Covenant is effective today.

⁸ Emphasis ours

55. In executing the Contract and the Covenants, the City assumed a duty to preserve the Monument in its present form for at least the useful life of the Monument.
56. This duty exists independent of anyone's right to enforce the Covenants for the useful life of the Monument.
57. It is undisputed that that the Monument is in the prime of its useful life.
58. It is undisputed that the Monument's physical condition played no role in Wash's threat to dismantle it.
59. Walsh correctly says the City needs approval by the Syracuse Landmark Preservation Board ⁹ to remove the statuary from the obelisk.
60. However, the Contract and Covenant prescribe the circumstances under which the City might seek to change the Monument. These circumstances are essentially limited to immediate action needed by "casualty or other emergency to stabilize or prevent the loss of the (*sic*) SUBJECT PROPERTY"¹⁰ (Ex 2, ¶7(a)) due to the " ...damage or destruction to the SUBJECT PROPERTY, whether caused by the (*sic*) LOCAL SPONSOR or through a cause beyond the LOCAL SPONSOR 'S, control..." (Ex 2, ¶8(a))
61. In other words, because the State and private money was meant to preserve the Monument, the City is under a legal obligation to maintain the Monument in its 1994 condition. (Ex 2, ¶¶3, 8(a)) There is no provision that allows the City to disturb the Monument unless calamity befalls it.

⁹ In June 1990, as part of its commitment to all to preserve the Monument as a "historic resource," the City designated the Circle on which the Monument stands subject to the [Landmark Preservation](#) provisions of the Syracuse's Zoning Ordinance. (*i.e.*, Part C-VII-6,7)

¹⁰ As in the document. "Local Sponsor" is identified as the City of Syracuse. "Subject Property" while not singularly identified, is referred to in the descendant recital as "the Monument, Fountain and surrounding plaza of St. Mary's Circle"

62. Even then, the City's assumed obligation is to restore the Monument to the way it was should that happen.
63. Thus, there is no provision within the Contract or the Covenant the City agreed to that allows Walsh or anyone under him to alter or damage the Monument by divorcing the statuary from the obelisk and fountain for reasons unrelated to the Monument's physical condition.
64. There is no provision within the City's assumed duty to preserve the Monument, then, that allows the City to alter or disturb the Monument in its present condition because Walsh (or anyone imploring Walsh) has antipathy towards Christopher Columbus. (see ¶¶ 31-36 above).
- 65.** The City is bound to keep and maintain the Monument as is. Walsh's intentions would breach the City's duty to preserve the Monument.
- 66.** The City is thus constrained by its assumed duty. Walsh should be prohibited from seeking his threatened debasement of the Monument.

Point 3

Walsh's Threatened Action Contradicts and has no Support in City Law

67. As stated, the Walsh has a duty as Mayor to "See that the laws of the state, the provisions of this charter, local laws, ordinances, and regulations of the city are enforced. [*Charter Section 5-205\(1\)\(a\)*](#)
68. The Mayor has to follow the law, too.

No Provision for Deascension of Public Art

69. Walsh's threatened action to debase the Monument by divorcing Baldi's statuary from Baum's obelisk and fountain contradicts and violates the [Syracuse Public Art Ordinance](#). *Revised General Ordinances Part 51.*
70. The Public Art Commission is tasked *only* with approving application for the installation of public art in the City, i.e., the addition of art to the public space. [51-8\(d\)\(1\).\(3\)](#)
71. The gravamen of the Public Art ordinance is that the City will maintain and add to its art collection. There is no provision in the Ordinance for the de-ascension of public art like the Monument.

The Landmark Preservation Law

72. Although the City must ask the Syracuse Landmark Preservation Board for permission to alter and destroy the Monument from its present condition, ([Syracuse Zoning Ordinance Part C, Section VII, Article 7.](#)) such a request – for the reasons Walsh propounds- runs counter to the Board's mission, to wit:

“ARTICLE 1 Legislative Intent

It is desirable to take measures to provide for the creation of Preservation Districts and Protected Sites in furtherance of the following public purposes, which are found to promote the economic, cultural, educational and general welfare of the residents of the City of Syracuse:

A. *To provide for the protection, enhancement, perpetuation and use of those districts and structures which are illustrative of the growth and development of the City of Syracuse and which are of particular historic or aesthetic value to the City;*

B. *To recognize and insure the preservation of those elements of the City's past which represent many and varied architectural, artistic, and cultural achievements which cannot be duplicated or otherwise replaced;*

C. *To promote the use of Preservation Districts and Protected Structures as a means of providing enjoyment and unique educational benefit by perpetuating the physical evidence of Syracuse's past...*

F. To foster civic pride in those elements of the City's past which give Syracuse its unique character and set it apart from other cities.”

[Syracuse Zoning Ordinance Part C Article I](#) (emphasis ours)

73. The Landmark Board professes to follow the Secretary of the Interior’s Standards for Rehabilitation when considering a Certificate of Appropriateness. These standards found at [36 CFR 67.7](#), state in pertinent part that:

“(1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

(3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

(4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

74. In other words, there is nothing in the Landmark Board’s mission or the standards to which it adheres that allows Walsh to abuse the historical nature of the Monument by divorcing Renzi’s statuary from Baum’s architecture for personal or political reasons.

75. By doing so, the Mayor would be asking the Board to disregard its central purpose. The request would be futile, as the Board lacks the power to approve changes to the Monument for personal or political reasons. Walsh should be prohibited from asking the Board for permission to destroy the Monument.

Point 4

The City has an Affirmative Duty to Protect the Monument

76. The duty the City took on in the 1990s (see Point 2 above) has a natural relation to an essential duty the City and its Mayor have to the people of Syracuse.

77. [Section 8-111 of the City Charter](#) reads as follows:

Section 8-111. - Officers, trustees of public property.

The council and the several members thereof, and all officers and employees of the city shall continue pursuant to law to be trustees of the property, funds and effects of said city respectively, so far as such property, funds and effects are or may be committed to their management or control, and every taxpayer residing in said city shall continue to be a cestui que trust in respect to the said property, funds and effects respectively; and any co-trustee or any cestui que trust shall be entitled as against said trustees and in regard to said property, funds and effects to all the rights, remedies and privileges provided by law for any co-trustee or cestui que trust; to prosecute and maintain an action to prevent waste and injury to any property, funds and estate held in trust; and such trustees are hereby made subject to all the duties and responsibilities imposed by law on trustees, and such duties and responsibilities may be enforced by the city or by any co-trustee or cestui que trust aforesaid.

78. Among other duties, the City and its Mayor holds property like the Monument in trust for the petitioners and other City residents.

79. Walsh's public declaration to take the statuary down violates this trust by promising to lay waste to the Monument, which is both a piece of public art and a structure of irreplaceable historical value.

80. Walsh's obligation under the Charter to maintain the Monument on behalf of petitioners extends to protecting the Monument from the imminent threat of others to do harm to the Monument¹¹, either by taking Walsh's declarations as

¹¹ The RIAC claims among its purposes, ["reclaiming places"](#)

a call to action that will not be punished: to allow vandalism or destruction under his watch is equally an act of waste.

81. This petition is, per the Charter, an action to “prevent waste and injury “to the Monument held in trust by the City.

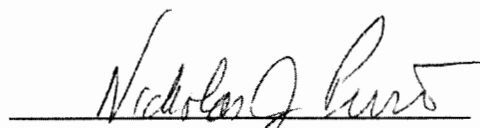
82. Attached to this and made a part of it are:

- a. Ex 1 - 1990 Contract between the City and NYS;
- b. Ex 2- 1993 Protective Covenants entered into between the City and NYS;
- c. Ex 3- 1993 final report of the City to Parks;
- d. Ex 4- Correspondence between City and OPRHP regarding ownership of St. Mary’s Circle.

~ continued next page~

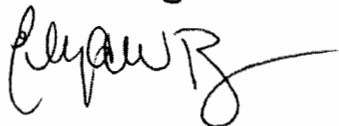
WHEREFORE, the petitioners respectfully ask for an Order for relief as requested in our Notice of Petition.

DATED: 5-14-2021



Nicholas J Pirro

State of New York
County of Onondaga
Acknowledged to me
on May 14, 2021

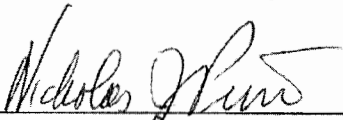


ELIZABETH W. ROY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RO627445
Qualified in Onondaga County
My Commission Expires on March 4, 2025

VERIFICATION

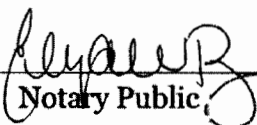
New York State }
Onondaga County } ss:

Nicholas J Pirro , being duly sworn, deposes and says: I am one of the petitioners in this action and am Vice -President of the Columbus Monument Corporation, the corporate petitioner; I have read the petition, and the factual allegations contained in the answer are true to my personal knowledge except for those based on my information and belief, and as to those I believe them to be true.



Nicholas J Pirro

Sworn to and Subscribed
Before me on May 14, 2021



Notary Public

ELIZABETH W. ROY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01RC6277445
Qualified in Onondaga County
My Commission Expires on March 4, 2025

Exhibit 1

Contract

ENVIRONMENTAL QUALITY BOND ACT
PROJECT AGREEMENT

HISTORIC PRESERVATION; NON-SECTARIAN

THIS AGREEMENT, made this day of , 19 , by and between the New York State Office of Parks, Recreation and Historic Preservation (herein referred to as "PARKS") with offices at Agency Building One, Empire State Plaza, Albany, New York 12238 and City of Syracuse (herein referred to as the "LOCAL SPONSOR") with offices at 201 City Hall, Syracuse, New York 13202.

W I T N E S S E T H:

WHEREAS, the preservation of the historical, architectural and cultural heritage of the State of New York is of inestimable educational value and significance, in that it provides us with a sense of orientation, civic identity and a means of understanding our past, and

WHEREAS, it has been declared by the Legislature pursuant to section 14.01 of the Parks, Recreation and Historic Preservation Law to be the policy of this State to promote the use and conservation of historic properties for the education, inspiration, welfare and enrichment of the public, and

WHEREAS, PARKS is authorized, pursuant to subdivision six of section 3.09 of the Parks, Recreation and Historic Preservation Law, to encourage, promote and engage in cooperative educational, historic and cultural activities and projects undertaken by local government agencies or private non-profit entities for the educational benefit of the public, and

WHEREAS, in accordance with the provisions of the Environmental Quality Bond Act of 1986 and implementing provisions set forth in Title Nine of Article 52 of the Environmental Conservation Law, funds have been made available to PARKS for the preservation and protection of historic properties through and in conjunction with local government and not-for-profit corporations, and

WHEREAS, the LOCAL SPONSOR desires to cooperate with PARKS in undertaking the restoration of the Monument, Fountain and surrounding plaza (hereinafter referred to as the "PROJECT") of St. Mary's Circle (hereinafter referred to as the "SUBJECT PROPERTY"), in furtherance of the education and well being of the public, and

WHEREAS, the LOCAL SPONSOR hereby certifies that the funds made available by PARKS under this agreement shall not supplant local funds already appropriated or identified by the LOCAL SPONSOR for the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this agreement, PARKS and the LOCAL SPONSOR hereby agree as follows:

1. Project Term. The term of this agreement shall commence on 03/21/89 and shall terminate on 12/31/91.

2. Agreement Amount. PARKS agrees to make available to the LOCAL SPONSOR a sum not to exceed \$200,000 for the State share of the PROJECT. Cost overruns must be funded by the LOCAL SPONSOR.

3. Project Description and Budget, Schedule A. The LOCAL SPONSOR agrees to expend the money made available pursuant to this agreement in accordance with the document labeled "Schedule A - Project Description and Budget" which is attached to and made a part of this agreement. Schedule A shall contain the following:

- a. A detailed description of the PROJECT as approved by PARKS.
- b. A detailed estimated budget for total cost of the PROJECT, showing the sources and amounts of all funds or other items used as a match, if required, for the State share of the PROJECT.

Changes may not be made to the Project Description and Budget without the prior written approval of PARKS. Such approval will be granted provided that the changes are not substantive and do not alter the scope, intent or basic elements of the PROJECT, including but not limited to the eligibility of the PROJECT to be financed by tax exempt obligations. Changes in the Budget which do not exceed ten percent of the total costs of the PROJECT maybe made between budgeted item with PARK's written approval. Changes which are substantive or alter the scope, intent or basic elements of the project, if agreed to by PARKS, will be implemented by an amendment to this agreement.

4. Payment Provisions, Schedule B.

- a. Payment shall be made upon approval by PARKS and audit and warrant of the State Comptroller of vouchers executed by an authorized officer of the LOCAL SPONSOR accompanied by such receipts and documents verifying expenditures as may be required by PARKS. Payment requests shall include a certification by the LOCAL SPONSOR that, except for the required match, the requested funds do not duplicate reimbursement for costs and services received from other sources.

- b. Payment shall be made in accordance with the document labelled "Schedule B - Payment Schedule" which is attached to and made a part of this agreement. The Payment Schedule shall include the measures required to determine the degree of the PROJECT's completion. Payment shall be made only after the completion of the portion of the PROJECT to which the portion of the contract payment being disbursed applies.
- c. The designated payment office shall be New York State Office of Parks, Recreation and Historic Preservation, Agency Building One, Empire State Plaza, Albany, New York 12238, Attention: Grants Unit 16th Floor.
- d. PARKS shall notify the LOCAL SPONSOR of any defect in, or missing components of, any voucher within fifteen days of receipt of the voucher and shall complete its review and audit of each complete voucher within forty-five days of receipt thereof. PARKS shall conduct its inspection of the completed facilities within 90 days of receiving notice of completion, provided that the LOCAL SPONSOR makes a reasonable effort to schedule such inspection at a time satisfactory to PARKS. This paragraph is not applicable when the LOCAL SPONSOR is a municipality.
- e. The LOCAL SPONSOR shall keep accurate and separate books and records of all receipts and disbursements of all funds attributed to this agreement and shall produce such records for examination at such reasonable time as shall be deemed necessary by PARKS or the State Comptroller. Records must be maintained so that they can be provided for examination at any time during the conduct of the PROJECT and for a period of three years following its completion.
- f. The LOCAL SPONSOR shall not require or accept repayment of any portion of the State contract payment by any person, entity or organization; nor shall the LOCAL SPONSOR accept any other payment for the use of the PROJECT.

5. Special Conditions, Schedule C. The document labelled "Schedule C - Special Conditions and Requirements" is attached to and made a part of this agreement. The LOCAL SPONSOR shall be responsible for complying with all the terms and conditions described in Schedule C as if they were set forth in the body of this agreement.

6. Construction Requirements.

- a. Any consultant contract in the amount of \$25,000 or more for architectural, engineering or design services shall be awarded on a competitive basis after the LOCAL SPONSOR has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the LOCAL SPONSOR of any voucher for payment for such services.
- b. Contract plans, specifications, and cost estimates shall be submitted to PARKS for review and approval prior to the letting of any construction contract by the LOCAL SPONSOR. Once all changes have been made and agreed to by PARKS and the LOCAL SPONSOR, the LOCAL SPONSOR shall submit three copies of the plans, specifications and cost estimates to PARKS to be marked "Approved for grant." A complete set shall be returned to the LOCAL SPONSOR by PARKS and shall be kept on the project site at all times. All approved plans and specifications shall become part of this agreement, and no change or revision may be made to such plans and specifications without the express written consent of PARKS.
- c. Contracts for construction in excess of seven thousand dollars (\$7,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law. A certified copy of a summary of all bids shall be submitted to PARKS prior to awarding a contract, and an executed copy of the construction contract will thereafter be submitted to PARKS.
- d. The LOCAL SPONSOR shall provide access for the disabled, when required by applicable New York State statutes.
- e. It is the LOCAL SPONSOR'S responsibility to assure that all work on the PROJECT and the SUBJECT PROPERTY complies with all applicable state and/or local laws including, but not limited to, zoning ordinances and building codes.

7. Inspections. PARKS shall make periodic inspections of the PROJECT and the SUBJECT PROPERTY during implementation of the PROJECT and after its completion to assure compliance with this agreement. The LOCAL SPONSOR shall allow PARKS unrestricted access to the PROJECT and the SUBJECT PROPERTY during the preparation and progress of the work, and provide for such access and inspection by PARKS in all construction contracts relating to the SUBJECT PROPERTY.

8. Purchases. All purchase contracts for the PROJECT involving an expenditure of more than five thousand dollars (\$5,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for in section 103 of the General Municipal Law.

9. Project Sign. The LOCAL SPONSOR shall erect a project sign at the PROJECT site. The content and form of the sign and the length of time it shall remain in place shall be determined by PARKS.

10. Final Report. Upon completion of the PROJECT the LOCAL SPONSOR shall submit to PARKS a final report containing whatever information PARKS requests about the PROJECT. The final payment to the LOCAL SPONSOR may be held up by PARKS until the report is submitted.

11. Affirmative Action/Equal Employment Opportunity and Minority and Women-Owned Business Enterprise Requirements. The LOCAL SPONSOR shall be responsible for carrying out or causing to be carried out the following program for providing affirmative action (AA), equal employment opportunity (EEO) and minority and women-owned business enterprise (M/WBE) utilization:

- MS
Supp
A
J Jones 11/4/91
- a. All contracts, documents soliciting bids and proposals for services and work in connection with the PROJECT shall have attached and incorporated by reference the document labelled "Attachment A" which is attached to this agreement.
 - b. The LOCAL SPONSOR shall determine for each prime contractor that works on the PROJECT whether an affirmative action plan shall be submitted for approval. Such determination shall be based on guidelines to be provided by PARKS. A current policy statement or plan shall be submitted prior to the award of the contract. In addition, each LOCAL SPONSOR shall require each prime contractor to submit a minority and women-owned business enterprise utilization plan prior to the award of a contract. The LOCAL SPONSOR shall inform bidders of this requirement in the notice of bid solicitation.
 - c. Every subcontractor with a contract whose value is \$10,000 or greater that works on the PROJECT shall be required to submit a current affirmative action policy statement, and every subcontractor with a contract whose value is \$50,000 or more shall be required to submit a current affirmative action plan.
 - d. PARKS has established overall goals for the PROJECT for the employment of minority and women workers and the utilization of minority and women-owned enterprises. These goals shall be:

Minority employees	0%
Women employees	0%
Minority-owned enterprises	7%
Women-owned enterprises	9%

- e. The LOCAL SPONSOR shall require every prime contractor and subcontractor that works on the PROJECT to submit such compliance reports relating to the implementation of its affirmative action and minority and women-owned business enterprise utilization plans as shall be requested by PARKS.
- f. The LOCAL SPONSOR and its contractors and subcontractors shall be required to make good faith efforts to meet goal requirements. Good faith efforts may include but shall not be limited to:
 - 1. Advertisement in appropriate general circulation, trade and minority and women-oriented media;
 - 2. Timely notice of job and contract opportunities;
 - 3. The development and maintenance of lists for purposes of notifying minorities and women of employment and contracting opportunities; and
 - 4. Maintenance of records required by PARKS for documenting the contractor's actions which identify minorities' and women's employment and contract opportunities.
- g. Sanctions may be imposed by PARKS for failure to meet goal requirements unless PARKS determines that goal requirements should be waived because a LOCAL SPONSOR has made a good faith effort to comply with such requirements. Sanctions may include the following:
 - 1. Reduction of the agreement price;
 - 2. Suspension or termination of the agreement;
 - 3. Retention of payments until compliance is achieved; and
 - 4. Other penalties of which a LOCAL SPONSOR has notice in writing prior to or during the performance of an agreement.
- h. The LOCAL SPONSOR and PARKS shall comply with and be bound by all provisions of the document labelled Appendix B-I, EQBA, which is attached to and made a part of this agreement, as if the provisions were set forth fully in the agreement.

12. Secretary of the Interior's Standards. All work undertaken on the PROJECT and the SUBJECT PROPERTY shall conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, which is attached to and made a part of this agreement.

13. Preservation Restriction. In order to assure the preservation of the historic resource, the LOCAL SPONSOR agrees to execute and keep in effect an agreement conveying an easement or preservation restriction to PARKS and such others as PARKS deems appropriate. The entity acquiring the easement or restriction and the form of the document shall be subject to the approval of PARKS.

14. Non-Sectarian Certification. The LOCAL SPONSOR certifies that it is a non-sectarian entity and that funds made available under this agreement shall not be used for any sectarian purpose as shown in Schedule A.

15. Termination. The LOCAL SPONSOR shall complete the PROJECT as set forth in this agreement, and failure to render satisfactory progress or to complete the PROJECT to the satisfaction of PARKS may be deemed an abandonment of the PROJECT and cause for the suspension or termination of any obligation of PARKS. In the event the LOCAL SPONSOR should be deemed to have abandoned the PROJECT for any reason or cause other than a national emergency or an Act of God, all monies paid to the LOCAL SPONSOR by PARKS and not expended in accordance with this agreement shall be repaid to PARKS upon demand. If such monies are not repaid within one year after such demand, the Comptroller of the State of New York may cause to be withheld from any State assistance to which the LOCAL SPONSOR would otherwise be entitled an amount equal to the monies demanded.

16. Indemnification. The LOCAL SPONSOR agrees to indemnify, save and hold harmless the State and PARKS and their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this agreement.

17. Non-Discrimination. The LOCAL SPONSOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

18. Sale, Disposition or Change in Use. Notwithstanding anything to the contrary contained herein, the LOCAL SPONSOR shall not sell, lease or otherwise convey in any manner or permit a change in use of the SUBJECT PROPERTY, in whole or in part, unless it shall have first received the approval of the Comptroller of the State of New York and a written opinion of the Attorney General of the State of New York that such sale, lease, conveyance or change in use will not adversely affect the exclusion of interest on any bonds or notes of the State of New York from the gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended, for twenty-three (23) years from the date of the final disbursement of State funds under this agreement.

19. Operation of Facility. The LOCAL SPONSOR agrees to own or hold by lease and to maintain and operate the SUBJECT PROPERTY for a period of no less than twenty-three (23) years from the date of the final disbursement of State funds under this agreement. During such period the LOCAL SPONSOR shall not authorize the operation of the SUBJECT PROPERTY by any other person, entity or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of PARKS and the Comptroller of the State of New York and a written opinion of the Attorney General that such management agreement, lease or other arrangement will not adversely affect the exclusion of interest in any bonds or notes of the State of New York from the gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

20. Appendix A. Appendix A, Standard Clauses for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

21. Approvals. This agreement shall not take effect until it is approved by the Attorney General and the Comptroller of the State of New York.

IN WITNESS WHEREOF, PARKS and the LOCAL SPONSOR have executed this agreement on the day and year first written above.

NEW YORK STATE OFFICE OF PARKS, RECREATION
AND HISTORIC PRESERVATION

By: J. A. McCarthy

LOCAL SPONSOR

Attest: Robert J. Lasser

By: [Signature]

Title: Mayor

Social Security Number: [Redacted]
or Federal ID Number [Redacted]

Approved as to Form:

ATTORNEY GENERAL

FOR THE STATE COMPTROLLER

page 8

APPROVED [Signature]

FOR THE STATE COMPTROLLER

Date: MAR. 9 1990

TO FORM
DATE
AL

1990

LOCAL SPONSOR'S SIGNATURE MUST BE NOTARIZED. USE EITHER THE MUNICIPALITY OR NOT-FOR-PROFIT CORPORATION FORM, AS APPROPRIATE.


MUNICIPALITY

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

On this 18th day of January, 1990 before me personally came THOMAS G. YOUNG, to me known who being duly sworn did depose and say that he ~~is~~ is the MAYOR of the municipality, the CITY of SYRACUSE and that he ~~executed~~ executed the foregoing instrument on behalf of said CITY

of SYRACUSE; that he had authority to sign same, and did duly acknowledge to me that he ~~executed~~ executed the same pursuant to such authorization.

Notary Public


STACEY A. WILLIAMS
Notary Public, State of New York
No. 4823109
Qualified in Onondaga County
Commission Expires March 30, 1996

NOT-FOR PROFIT CORPORATION

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this day of , 19 , before me personally came , to me known, who being by me duly sworn, did depose and say that he or she is the of the , the corporation described in and which executed the foregoing instrument; that he or she has been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument on behalf of said corporation and that he or she signed his or her name thereto by order of said corporation for the purposes and uses therein described.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 18th day of JANUARY, 1990, before me personally came THOMAS G. YOUNG, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that he signed said instrument as Mayor of said City of Syracuse by like authority; that said THOMAS G. YOUNG further says that he is acquainted with Robert J. Visser and knows him to be the City Clerk of said City of Syracuse; that the signature of Robert J. Visser was thereto subscribed pursuant to said Charter.

Stacey A. Williams
Notary Public, STACEY A. WILLIAMS
Notary Public, State of New York
No. 4823108
Qualified in Onondaga County
Commission Expires March 30, 1990

I HEREBY CERTIFY, that THOMAS G. YOUNG, Mayor of the City of Syracuse, who executed the foregoing contract, had authority and power to make such contract and that same is in proper form and was properly executed.

Dated: Jan. 18, 1990

1 day in Court
Assistant Corporation Counsel

Schedule A
Project Description and Budget
St. Mary's Circle
City of Syracuse

Non-Sectarian Entity

A. PROJECT NARRATIVE

St. Mary's Circle and Columbus Monument, located at the intersection of Montgomery, East Jefferson and East Onondaga Streets in downtown Syracuse, is considered an important historic resource in the community, listed in both the State and National Registers as part of the Montgomery Street -- Columbus Circle Historic District. The Circle, in existence since the 1870's at the heart of a residential district, is the organizational element for the City's current governmental and cultural center. The space was modified in 1934 to accommodate a bronze statue of Christopher Columbus, fountain, plantings and public seating. This project involves the restoration of the monument, including its pedestal and base, and restoration of the fountain, including its mechanical systems and general design.

B. Detailed estimated budget for the PROJECT is as follows:

	restoration
Pre-development costs:	
Architectural research	\$ 13,500
Architectural fees	\$ 45,000
Engineers fees	<u>\$ 18,000</u>
Sub-Total	\$ 76,500
Exterior costs:	
Masonry	\$150,000
Site work	\$ 71,000
Fountain restoration	\$ 25,000
Monument restoration	\$ 50,000
Site furnishings	<u>\$ 15,500</u>
Sub-Total	\$311,500
Interior costs:	
Mechanical systems, fountain	Sub-Total \$ 15,000
Administrative costs	
Construction supervision	\$ 22,500
Grant administration	\$ 22,500
Photography	\$ 500
Advertising for bids	\$ 1,000
Project sign	<u>\$ 500</u>
Sub-Total	\$ 47,000
Total project amount	\$450,000
FUNDING BREAKDOWN	
EQBA Share	\$200,000
Grantee Share	\$250,000
cash	\$250,000

Schedule B
Payment Schedule
St. Mary's Circle
City of Syracuse

Amount of Grant Award:

\$200,000

PAYMENT SCHEDULE

A. PARKS' share of the PROJECT cost as set forth in this agreement shall be paid to the LOCAL SPONSOR in installment payments as follows:

1. First installment: LOCAL SPONSOR shall be reimbursed for costs incurred for architectural research, architectural fees and engineering fees. Payment shall be made upon receipt and approval of appropriate plans, specifications and expenditure documentation to the satisfaction of PARKS.
2. Additional installments: LOCAL SPONSOR shall be reimbursed as expenditures are documented for costs incurred from the PROJECT as outlined in Schedule A. Payments shall be made upon review and approval of appropriate expenditure documentation to the satisfaction of PARKS. No more than four additional installments shall be allowed prior to the final installment.
3. A final installment of not less than 10% of PARKS' share of the total cost shall be made upon completion of the PROJECT to the satisfaction of PARKS, an accounting of all funds received, review and approval of the Project Completion Report, and performance of a final on-site inspection by PARKS.

B. The LOCAL SPONSOR shall submit, with each payment request, a certificate executed by an authorized officer, which shall attest that said payment does not duplicate a request for payment, or any payment received, from any other source for goods or services under this agreement.

C. PARKS' share shall be payment of not more than 50% of documented expenditures for any reimbursement under this agreement.

Schedule C
Special Conditions and Requirements
St. Mary's Circle
City of Syracuse

Historic Preservation Projects
Non-Sectarian Entities

*A. All planning documents, plans and specifications must be submitted to and approved by PARKS before the LOCAL SPONSOR awards contracts for the PROJECT or the SUBJECT PROPERTY. These must be prepared by a qualified professional as defined in Title 9 EQBA Regulations.

B. Due to the potential for ground disturbance resulting from fountain and plaza restoration, an archeological survey is required unless substantial ground disturbance can be documented. Documentation of prior ground disturbance, or a proposal for archeological testing, must be reviewed and approved by PARKS before undertaking either the testing or ground disturbance.

C. The LOCAL SPONSOR will provide for public access to the SUBJECT PROPERTY as follows: the SUBJECT PROPERTY is visible from a public right-of-way, therefore no additional public access is required.

D. Documentation must be provided to demonstrate a current interpretive program operated during the project period.

E. Due to the damaging effect that the current fountain operation has had on the monument, the fountain will not be activated (from date of award acceptance) until restoration work is completed.

F. Matching funds must be raised in full by June 30, 1990.

G. *The SPONSOR shall erect a project sign noting the State's assistance to the PROJECT. The sign specifications shall be provided by PARKS. For this PROJECT, the sign shall remain up during the construction period.

*Conditions noted with an asterisk must be satisfied before payment will be made for work completed on this project.

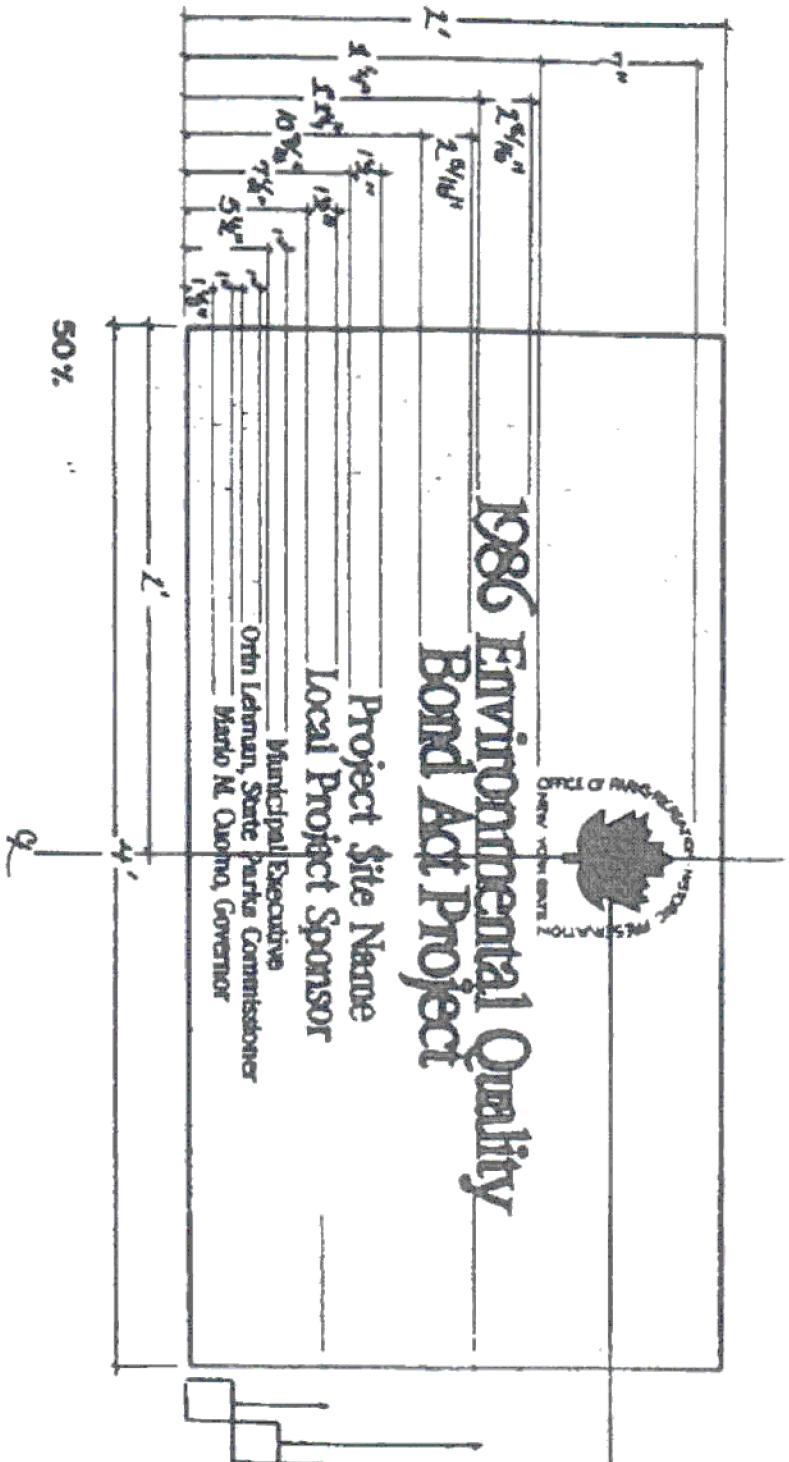
* Background: 100% PANTONE 285 (Blue)
 Single Line: 100% PANTONE 309 (Green)
 Underlay: 100% White

SPECIFICATION:

1986 ENVIRONMENTAL QUALITY BOND ACT SIGNAGE
 DESIGNED FOR: NEW YORK STATE OFFICE OF PARKS, RECREATION
 AND HISTORIC PRESERVATION
 BY: DAVID COOPER ASSOCIATES, LTD.

TYPE SPECIFICATIONS:
 ALL TYPE IS GARRARD BOOK CONDENSED. WITH THE EXCEPTION
 OF LOGO TYPE.
 A CENTERED FORMAT WILL BE USED. UPPER, LOWER CASE,
 INITIAL CAP.

(7/1/06: (See above)
 COLORS WILL MATCH THEIR ASSIGNED PMS SPECIFICATIONS



SIZE:
 3 OPTIONS ARE 50%, 75% AND 100% OF ORIGINAL SPECIFICATIONS
 TYPE SIZE ARE ALL INTO PROPORTION TO PERCENTAGES.

CONSTRUCTION MATERIALS:
 VINYL LETTERS AND LOGO APPLIED ONTO SHEET METAL, ENAMEL
 FINISH, WITH A PLYWOOD BACKER.

GENERAL INFORMATION:
 ORIGINAL ARTWORK OF THE NEW YORK STATE OFFICE OF PARKS,
 RECREATION AND HISTORIC PRESERVATION LOGO IS TO BE SUPPLIED.
 "PROJECT SITE NAME" AND "LOCAL PROJECT SPONSOR" INDICATE
 POSITION, SIZE AND STYLE OF TYPOGRAPHY FOR SPECIFIC NAME,
 AND SPONSOR TO BE INSERTED.

ANY OMISSIONS OR DELETIONS SHOULD BE BROUGHT TO THE
 ATTENTION OF THE DESIGNERS.

Attachment A

The LOCAL SPONSOR shall attach this document to all contracts relating to the PROJECT, shall incorporate its provisions by reference and shall bind all contractors to its terms and provisions.

For purposes of this attachment "PARKS" shall mean the New York State Office of Parks, Recreation and Historic Preservation with offices at Agency Building No. 1, Empire State Plaza, Albany, New York 12238.

1. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. At the request of PARKS or the LOCAL SPONSOR the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of this contract to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligation hereunder.

3. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of this contract that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

4. The contractor will include the provisions of paragraphs (1) through (3) of this subdivision in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with this contract.

5. Every contractor and subcontractor shall submit to the LOCAL SPONSOR such compliance reports relating to the implementation of its affirmative action and minority and women-owned business enterprise utilization plan as shall be requested by PARKS.

6. The contractor and its subcontractors shall make good faith efforts to meet goal requirements of the project agreement. Good faith efforts may include:

- a. Advertisement in appropriate general circulation, trade and minority and women-oriented media;
- b. Timely notice of job and contract opportunities;
- c. The development and maintenance of lists for purposes of notifying minorities and women of employment and contracting opportunities; and
- d. Maintenance of records required by the Office of documenting the contractor's actions which identify minorities and women soliciting employment and contract opportunities.

7. Sanctions may be imposed for a contractor's failure to comply with these requirements. Sanctions may include the following:

- a. Reduction of contract price;
- b. Suspension or termination of the contract;
- c. Retention of payment until compliance is achieved; and
- d. Other penalties of which a contractor has notice in writing prior to or during the performance of an agreement.



New York State Office of Parks, Recreation and Historic Preservation
Central Region
6105 E. Seneca Turnpike, Jamesville, New York 13078-9516

315-492-1756

FAX: 315-492-3277

Gary P. MacLachlan
Regional Director

October 30, 1995

Ms. Gloria C. Lamanna
Bureau of Research
City of Syracuse
422 City Hall
Syracuse, New York 13202

Re: Project Number: EQ-88-HP2-1043
Contract Number: C001614
Project Name: St. Mary's Circle

Dear Ms. Lamanna:

Enclosed for your files is one copy of an approved amendment
to revise the above referenced Agreement as follows:

a) The project term of said Agreement is extended :

FROM: March 21, 1989 to June 30, 1993

TO: March 21, 1989 to January 31, 1994

b) Schedule A is revised to Schedule attached

All other provisions of the Agreement shall remain in full force
and effect.

As always, if you have any questions, please do not hesitate to
call me at 315/492-1756.

Sincerely

William A. Horvath
Regional Grants Officer

WAH/jze

Enclosure

cc: B. Merritt

N.Y.S. OFFICE OF PARKS,
RECREATION & HISTORIC PRESERVATION
BUREAU OF GRANTS MANAGEMENT
EMPIRE STATE PLAZA
AGENCY BUILDING 1 - 16th FLOOR
ALBANY, NY 12238-0001

M E M O R A N D U M

TO: Bill Horvath
FROM: Barbara Merritt
DATE: October 24, 1995
SUBJECT: EQ-88-HP2-1043
City of Syracuse/St. Mary's Circle

Attached are two copies of an approved amendment for the above project to revise Schedule A and extend the project term thru January 1994.

Please forward one copy to the grantee and retain a copy for your file.

Thank you for your attention to this matter.

BOM/jls
Attachments

cc: M. Lynch w/attachment

EQBA HISTORIC PRESERVATION
PROJECT AGREEMENT AMENDMENT
EQ-88-HP2-1043

THIS AGREEMENT, made this 25th day of September 1995, by and between the New York State Office of Parks, Recreation and Historic Preservation (herein referred to as "PARKS"), with offices at Agency Building One, Empire State Plaza, Albany, New York 12238 and the City of Syracuse (herein referred to as the "LOCAL SPONSOR") with offices at 201 City Hall, Syracuse, New York 13202.

WITNESSETH:

WHEREAS, "PARKS" and the "LOCAL SPONSOR" have entered into an agreement dated December 12, 1992 and bearing contract no. C001614 for the restoration of the monument, fountain and surrounding plaza of St. Mary's Circle and;

WHEREAS, "PARKS" and the "LOCAL SPONSOR" have agreed to amend said agreement for the purpose of revising the project term and budget portion on Schedule A.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained in this agreement, "PARKS" and the "LOCAL SPONSOR" agree as follows:

1. The agreement between "PARKS" and the "LOCAL SPONSOR" dated December 12, 1992 and bearing contract no. C001614 is amended as follows:

a. The project term of said agreement is extended:

FROM: March 21, 1989 - June 30, 1993

TO: March 21, 1989 - January 31, 1994

b. Schedule A is revised to Schedule attached.

2. All other provisions of the agreement shall remain in full force and effect.

Revised Schedule A
EQ-88-HP2-1043
City of Syracuse/St. Mary's Circle

Pre-development

Architectural research, architectural and engineering fees \$ 70,180

Exterior

Masonry, sitework, fountain and monument restoration, site furnishings 323,776

Interior

fountain vault 25,164

Administrative

Grant administration, photography, advertising for bids, project sign 22,973

TOTAL \$442,093

EQBA Share \$200,000

Sponsor Share \$242,093

Agency 49070Contract C001614Project ID EQ-88-HP2-1043AMENDMENT SIGNATURE PAGE

PARKS certifies that copies
of this signature page will be attached
to all other exact copies of the contract.

IN WITNESS WHEREOF, PARKS and the LOCAL SPONSOR have executed this
agreement on the day and year indicated.

NEW YORK STATE OFFICE OF
PARKS, RECREATION & HISTORIC
PRESERVATION

9/25/95
Date

By: Kevin Burns

9-20-95
Date

ATTEST: John P. Ganas
CITY CLERK

LOCAL SPONSOR

By: Roy A. Bernardi
(signature)

Name: Roy A. Bernardi
(print)

Title: Mayor
(print)

Social Security Number: [REDACTED]
or Federal ID Number

Approved as to Form:

ATTORNEY GENERAL

FOR THE STATE COMPTROLLER

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 20th day of September, 1995, before me personally came ROY A. BERNARDI, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that he signed said instrument as Mayor of said City of Syracuse by like authority; that said ROY A. BERNARDI further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse; that the signature of John P. Copanas was thereto subscribed pursuant to said Charter.

THOMAS M. CARNRIKE
Notary Public in the State of New York,
Qualified in Onon. Co. No. 4623550
My commission expires March 30, 1997

Thomas M. Carnrike
Notary Public

I HEREBY CERTIFY, that ROY A. BERNARDI, Mayor of the City of Syracuse, who executed the foregoing contract, had authority and power to make such contract and that same is in proper form and was properly executed.

Dated: 9/20/95

Thomas M. Carnrike
Assistant Corporation Counsel

Notary Public

Exhibit 2

Covenants

Protecting the Monument

St. Mary's Circle

004596

PRESERVATION COVENANT

CITY

THIS INDENTURE, made this day of , 19 , by and between City of Syracuse, hereinafter referred to as the "LOCAL SPONSOR," and the State of New York acting by and through the Office of Parks, Recreation and Historic Preservation, hereinafter referred to as "PARKS."

W I T N E S S E T H:

WHEREAS, pursuant to the Environmental Quality Bond Act of 1986, Title 9 of Article 52 of the Environmental Conservation Law, the PARKS administers a program providing grants to municipalities and not-for-profit corporations to restore and develop historic properties which are listed on the National or State Register of Historic Places; and

WHEREAS, the LOCAL SPONSOR has been awarded \$200,000 for the purpose of restoration of the Monument, Fountain and surrounding plaza of St. Mary's Circle, such award being conditioned on the satisfaction of certain duties and obligations.

NOW, THEREFORE, in consideration of the receipt of the State funds mentioned above, the LOCAL SPONSOR does hereby covenant and agree to the following restriction in relation to the HISTORIC PROPERTY.

1. Scope of Covenant. This restriction shall be binding on the LOCAL SPONSOR in relation to the following portions of the HISTORIC PROPERTY that was aided with State funds, i.e., St. Mary's Circle, hereinafter referred to as the SUBJECT PROPERTY.

2. Covenant Running with the Land. This restriction constitutes a covenant running with the land, and all successive future owners shall have the same obligations as the LOCAL SPONSOR for as long as the restriction is in effect.

3. Purpose. The purpose of this restriction is to secure the preservation of historic resources and to ensure that a public benefit is derived from the expenditure of public funds.

4. Public Access. The LOCAL SPONSOR agrees to permit the public to have access to the SUBJECT PROPERTY as follows: the SUBJECT PROPERTY is visible from a public right-of-way, therefore no additional public access is required. If applicable the LOCAL SPONSOR shall submit verification of such access to PARKS.

Re R: K.J. Callahan

DEPARTMENT OF LAW

301 CITY HALL

SYRACUSE, NEW YORK 13202

mt

5. Term of Restriction. This restriction shall be binding upon the the LOCAL SPONSOR for 23 years or the useful life of the improvement, made with funds provided pursuant to this agreement, whichever is longer.

6. Maintenance Required. The SUBJECT PROPERTY shall be kept and maintained in reasonably good order, condition and repair and in accordance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 Federal Register 44716, et seq.

7. Alterations to SUBJECT PROPERTY.

(a) Before plans for any proposed construction, alteration or demolition affecting the SUBJECT PROPERTY are finalized, the LOCAL SPONSOR will provide such information to PARKS as will reasonably inform PARKS as to the work to be performed, the scope of the work, details of the treatment and materials and application, along with any other documentation requested by PARKS that is reasonably needed to define the nature and character of the work to be performed and the anticipated period of time in which the work is estimated to be completed. The provisions of this paragraph, as well as those of paragraph eight, shall not apply if the changes are (1) clearly of a minor nature and not affecting architectural, archeological or historic values or (2) immediate actions required by casualty or other emergency to stabilize or prevent the loss of the SUBJECT PROPERTY and promptly reported to PARKS pursuant to paragraph eight of this agreement.

(b) Secretary of the Interior's Standards. No work affecting the SUBJECT PROPERTY shall commence until the LOCAL SPONSOR has received written certification from PARKS that all work is anticipated to be in substantial conformance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 Federal Register 44716, et seq.

8. Damage or Destruction to SUBJECT PROPERTY.

(a) As early as practicable after damage or destruction to the SUBJECT PROPERTY, whether caused by the LOCAL SPONSOR or through a cause beyond the LOCAL SPONSOR's control, the LOCAL SPONSOR will notify PARKS in writing of such damage or destruction. The notice will include (1) an assessment of the nature and extent of the damage; (2) an estimate of the restoration/reconstruction work necessary to return the SUBJECT PROPERTY to the condition existing at the time of completion of the State-funded work, along with any plans and specifications prepared for the work required; and (3) a description of any emergency work already completed. The LOCAL SPONSOR shall restore/reconstruct the SUBJECT PROPERTY according to paragraph seven of this agreement, if in the opinion of PARKS the purpose and intent of this restriction will thereby be served.

(b) If restoration/ reconstruction is not feasible and the SUBJECT PROPERTY has been so damaged that the qualities that resulted in its being listed on the National or State Register of Historic Places have been lost, PARKS will take steps to remove the SUBJECT PROPERTY from the National or State Register. If the SUBJECT PROPERTY is removed, PARKS will notify the LOCAL SPONSOR in writing that the restriction is null and void. In no case will the required cost of any restoration/reconstruction be more than the amount of State funds expended on the SUBJECT PROPERTY.

(c) If destruction is determined to be due to a deliberate act of the LOCAL SPONSOR or caused by the gross negligence of the LOCAL SPONSOR, the LOCAL SPONSOR may be required to repay to PARKS an amount equal to one and one-half times the State funds expended on the SUBJECT PROPERTY.

9. Violations. In the event of a violation of any provision of this covenant PARKS may, at its option, exercise any or all of the following remedies after first giving the LOCAL SPONSOR reasonable notice of a violation and an opportunity to cure such violation:

- i. declare the grant forfeited and demand the return of all funds disbursed under this agreement.
- ii. declare the grant forfeited and demand the return of all funds disbursed under this agreement plus a penalty equal to 1/2 of the amount of the grant; provided the violation giving rise to the forfeiture and penalty was, in the opinion of PARKS, caused by the intentional acts or gross negligence of the LOCAL SPONSOR.
- iii. enter the SUBJECT PROPERTY, correct any violation of the terms of this covenant, restore the SUBJECT PROPERTY to its prior condition, and hold the owner or any successor in interest responsible for the cost thereof.
- iv. institute suit to enjoin such violations and, if appropriate, require the restoration of the SUBJECT PROPERTY to its prior condition.

In addition to the remedies set forth above, PARKS shall have all legal and equitable remedies to enforce the LOCAL SPONSOR's obligations under this agreement, and in the event the LOCAL SPONSOR or any successor in interest is found to have violated such obligations, the LOCAL SPONSOR or such successor shall reimburse PARKS for any costs and expenses incurred in connection with the enforcement of this agreement, including court costs and attorney's fees.

10. Approvals. The LOCAL SPONSOR and any successor in interest may at any time request the approvals required under paragraphs seven and eight above, or request temporary or permanent relief from any of the restrictions contained in this agreement, by delivering such request in writing to PARKS, addressed to the Commissioner of Parks, Recreation and Historic Preservation.

Approval of such requests shall not be unreasonably withheld, and the LOCAL SPONSOR or its successor may cause the reasonableness of any such denial to be reviewed by an appropriate proceeding instituted in the Supreme Court of the county where the property is located.

11. LOCAL SPONSOR's Rights to Use. Except as provided in paragraph four of this agreement, nothing in this covenant shall be construed to convey to the public a right of access or use of the property and the LOCAL SPONSOR, its heirs, successors and assigns shall retain the exclusive right to such access and use.

12. Waivers. A waiver of any breach of any covenant, term, condition or limitation of this agreement shall not constitute a waiver of any other or any later breach of any covenant, term, condition or limitation, nor shall it otherwise prevent the enforcement of such breach.

13. Severability. The parties to this agreement agree that all covenants, easements and restrictions in this agreement shall be severable, and that should any covenant, easement or restriction in this agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate.

14. Binding Upon Successors. The foregoing representation, covenants, terms and conditions are expressly understood as being binding upon the LOCAL SPONSOR, all heirs, executors, administrators, assigns and successors of the LOCAL SPONSOR and all other persons whatsoever, real or artificial, having or claiming any interest in the SUBJECT PROPERTY and, together with this paragraph, shall be inserted in all instruments which dispose of any interest in the SUBJECT PROPERTY, but whether or not so inserted, shall be deemed by all persons to have been inserted.

15. Recording of Covenant. PARKS shall record this instrument in the County Clerk's Office and shall provide the LOCAL SPONSOR with proof of such recording.

IN WITNESS WHEREOF, the LOCAL SPONSOR and PARKS have hereunto set their hands the day and year first above written.

Attest

Robert J. Lissner

City of Syracuse

By

Title Mayor

OFFICE OF PARKS, RECREATION AND
HISTORIC PRESERVATION

By

Debra J. Stohr
Deputy Commissioner for Historic
Preservation

Whenever the LOCAL SPONSOR does not have clear title to the property, all persons having or claiming interest in the property, including but not limited to joint owners and mortgagees, must execute this agreement. Additional pages may be affixed as necessary, including additional acknowledgement blocks.

Signed _____
By _____
Title _____

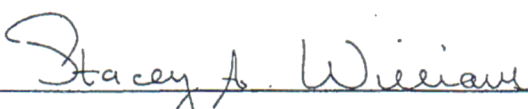
Signed _____
By _____
Title _____

Signed _____
By _____
Title _____

page 6

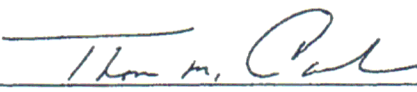
STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:
CITY OF SYRACUSE)

On this 18th day of JANUARY, 1990, before me personally came THOMAS G. YOUNG, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn, did depose and say: That he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City and it was so affixed pursuant to the Charter of the City; that he signed said instrument as Mayor of said City of Syracuse by like authority; that said THOMAS G. YOUNG further says that he is acquainted with Robert J. Visser and knows him to be the City Clerk of said City of Syracuse; that the signature of Robert J. Visser was thereto subscribed pursuant to said Charter.


Notary Public STACEY A. WILLIAMS
Notary Public, State of New York
No. 4823103
Qualified in Onondaga County
Commission Expires March 30, 1990

I HEREBY CERTIFY, that THOMAS G. YOUNG, Mayor of the City of Syracuse, who executed the foregoing contract, had authority and power to make such contract and that same is in proper form and was properly executed.

Dated: Jan 18, 1990


Assistant Corporation Counsel

DEED
BOOK 3844 PAGE 313INDIVIDUAL

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this day of , 19 , before me personally
came , to me known and known to me to
be the person described in and who executed the foregoing
instrument and he duly acknowledged that he or she executed the
same

Notary Public

OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

STATE OF NEW YORK)
) SS.:
COUNTY OF *Albany*)

On this *12th* day of *February*, 19*90*, before me personally came
Julia Stokes to me known and known to me to be the
Deputy Commissioner of Historic Preservation of Parks, Recreation
and Historic Preservation the person described as such in and who
executed the foregoing instrument, and he or she duly
acknowledged to me that he or she executed the same as such
Deputy Commissioner of Historic Preservation of Parks, Recreation
and Historic Preservation for the purpose therein mentioned.

Lorraine M. DeRusso

Notary Public

LORRAINE M. DERUSSO
Notary Public, State of New York
Qualified in Montgomery County
No. 6721563
Commission Expires Dec. 31, 1999

ST. MARY'S CIRCLE

All that tract or parcel of land situate in the City of Syracuse, County of Onondaga, State of New York, being a circular parcel of land known as St. Mary's Circle in said city, and being more particularly described as follows, commencing at the intersection of the north street line of Jefferson Street with the west street line of Montgomery Street thence S. 43° 42' 35" E., a distance of 142.16 feet to the center point of said circular parcel of land, having a radius of 30.0 feet.

Containing 2,827.43 +/- square feet of land more or less.

The hereinbefore described parcel of land is subject to any and all easements and or rights of way of record.

Deed, Recorded on the
18 day of May 1993 at
4:17 PM in Book 4844 Page 304
and examined.

James L. Hayes

COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

hr-stmc

Blk. 113.117.121.126 S.E.

33.4m

Exhibit 3

The City's Final Report To Parks re: the Monument's Physical Condition

FINAL REPORT
EQBA HISTORIC PRESERVATION PROJECTS

ADMINISTRATIVE

1. Grantee Name: City of Syracuse
2. Project ID #: EQ-88-HP2-1043
3. Project Name: St. Mary's Circle/Columbus Monument
4. Comptroller's Contract (C) #: C001614
5. Identify any amendments to the Project Agreement and their approval dates.
 - a. Approved amendment to extend termination date of contract to 12/31/92 from 12/31/91. Approved by New York State Attorney General on 1/7/92. Approved by New York State Comptroller on 1/22/92.
 - b. Approved amendment to extend termination date of contract to 6/30/93 from 12/31/92. Approved by New York State Attorney General on 1/21/93. Approved by the State Comptroller on 2/3/93.

NARRATIVE

6. Describe the work accomplished under the grant: include any particular success achieved, or problems encountered, that might be instructive to other grantees or beneficial to the program as a whole.

St. Mary's Circle and Columbus Monument were completely dismantled and restored. The statue was carefully removed from the pedestal and the obelisk from the base. All bronze work, the figure of Columbus, the four sea creature spouts, the four sculpted plaques, the eight turtles, and four masks were restored and refinished with a walnut-shell blasting technique. The obelisk down to the ships' prows was removed, and its broken cap stone was replaced. The plumbing and nozzles were refitted, the fountain spray restored to its original direction from the mouths of the creatures into the shells, and the pool filter system was replaced and new electrical service installed.

The original masonry design was restored, from the compass in the pool bottom, to the original planter beds, to the cobblestone paving extending to the original 85 foot diameter circle, with cast stone benches at the

points of the compass. Outside the circle a new ring of benches was installed for additional seating.

One problem encountered was that there were no original drawings to follow regarding how the monument was constructed. We determined how the statue and base were constructed when we disassembled it, and then determined how it should be reassembled. The project also required experimenting with different cleaning techniques for restoring the bronze, cleaning the granite stone and cleaning the basin to insure that the restoration techniques were appropriate.

Perhaps the most important success achieved through the scope of this restoration project will never be seen or appreciated by the park user. Through careful selection and use of contemporary construction materials and methods, the structural attachment and reinforcement details used will ensure the long term integrity of this restoration project. Additionally, redesign of the fountain plumbing system will allow future repair or replacement without excavation or removal of site features.

7. Describe differences between planned major work items as outlined in "Schedule A" of the Project Agreement and the actual major work items performed, if appropriate. Illustrate with "as-built drawings as necessary.

All planned major work items were completed. However, there were miscellaneous changes made during the project to resolve unforeseen conditions during construction, and other changes were made in order to make the project complete. All of the changes are documented in the as-built drawings section of this report.

There were no original drawings detailing the original assembly of the monument. When the monument was disassembled during the construction, the consultant reviewed how it was originally assembled and revised the details for the structural core and the pedestal anchor assembly to resemble the original construction as much as possible and also make it structurally sound.

The pavement in the plaza area was also removed and replaced as shown on As-Built Drawing JD-2, dated February 25, 1992 and revised April 1993 to show as-built information. Benches and trash receptacles were also installed in the plaza area. This work was completed with other City funds and was not part of this grant.

Originally, we had planned to extend the existing vault, but we decided to backfill the existing vault and install a new pre-cast vault with sidewalk doors designed for H-20 loading. The plumbing was modified to be installed in the new vault as shown on drawing JD-1. The water service to the 4 gargoyles was also modified to 4 - 1" polypropylene sleeves with 3/4" clear poly lines so that the lines can be replaced easily if necessary.

After uncrating the four Indian Heads, we found that two of the four Heads that had been previously stolen had been polished and did not match the original dark bronze patina. A change order was executed with Law Brothers for repatinating the two Indian Heads. Other minor general construction changes included deleting all backer rod and sealant in the fountain basin, adding saw cut construction joints (16 each) in the concrete subbase at the fountain perimeter, installing 2" pvc and 1500 psi k-crete at the base of the monument's plumbing shaft per drawing JD-4, chipping out square corners at the top of the monument plumbing shaft and installing 3000 psi concrete per drawing JD-3.

Electrical changes included deleting the type "C" fixtures from the basin, installing a light fixture in the new mechanical vault, and installing four double head light pole fixtures in the plaza.

8. Describe differences between planned budgeted costs and actual expenditures billed as appropriate. This should be a final, total comparison using the "Attachment A Summary" format, comparing actual costs with the budgeted amounts in "Schedule A" of the Project Agreement.

There is a large difference between the original planned budget costs and the actual expenditures billed. The original budget was a very preliminary cost estimate that was developed before we hired our design consultant. We did not have any detailed drawings of the original construction of the monument which made it hard to determine what the restoration work would involve. Also, since we had not hired a consultant, a thorough inspection of the existing structure had not been completed, nor had different restoration techniques been explored.

There is a difference between the total budget listed in Schedule A and the total amount claimed on our Attachment A Grant Payment Summary Sheets. The difference is \$16,333.55 which represents money which is still due to our General Contractor, Law Brothers Contracting Corporation. As you know, Law Brothers has gone out of business. The construction on the project is complete, but Law Brothers has not supplied a maintenance bond to cover the one year warranty which expires on October 12, 1993. Also, Law Brothers is required to submit final closeout paperwork documents in accordance with their contract which are still outstanding. Therefore, we are holding 5% retainage of their total contract (\$15,808.61) in lieu of the 5% maintenance bond plus \$524.94 until their final paperwork documents are complete. We will release the 5% retainage after October 12, 1993 if there are no problems with the work completed by Law Brothers, but it is unknown at this point when the final payment to Law Brothers' bonding company will be made.

When we became aware that Law Brothers had a cash flow problem, we issued joint checks to Law Brothers and the subcontractors to insure that the subcontractors were paid. As a result, the documentation for payment was complicated. For example, we paid Law Brothers for demolition, but he did not pay his demolition contractor. Therefore, at a later date, we had to issue a joint check to the demolition subcontractor to insure that he was paid even though we had theoretically already paid for demolition according to Law Brother's payment application. We did not pay double for the demolition work, but took money that was due to Law Brothers for another item of work and paid the demolition subcontractor instead. We had the same problem with Tourbier & Walmsley, Inc., our design consultant, and we began issuing joint checks to them and their subconsultants to insure that the subconsultants were paid.

Schedule A
Project Description and Budget
St. Mary's Circle
City of Syracuse

<u>ITEM</u>	<u>2/12/90</u> <u>SCHEDULE A</u>	<u>9/22/93</u> <u>REVISED</u>
PRE-DEVELOPMENT COSTS:		
Architectural Research	\$ 13,500	\$ 16,162.00
Architectural Fees	\$ 45,000	\$ 33,656.81
Engineering Fees	\$ 18,000	\$ 19,571.19
Site Survey		\$ 0.00
Sub-Total	\$ 76,500	\$ 69,390.00
EXTERIOR COSTS:		
Masonry	\$150,000	\$ 58,131.38
Site Work	\$ 71,000	\$125,220.29
Fountain Restoration	\$ 25,000	\$ 38,071.88
Monument Restoration	\$ 50,000	\$105,518.83
Site furnishings	\$ 15,500	\$ 11,112.39
Sub-Total	\$311,500	\$338,054.77
INTERIOR COSTS:		
Mechanical Systems, fountain, vault	\$ 15,000	\$ 50,287.74
Sub-Total	\$ 15,000	\$ 50,287.74
ADMINISTRATIVE COSTS:		
Construction Supervision	\$ 22,500	\$ 14,397.58
Grant Administration	\$ 22,500	\$ 7,135.35
Photography	\$ 500	\$ 214.60
Advertising for Bids	\$ 1,000	\$ 1,109.21
Project Sign	\$ 500	\$ 0.00**
Interpretive Panels		\$ 0.00
Sub-Total	\$ 47,000	\$ 22,856.74
TOTAL PROJECT AMOUNT	\$450,000	\$480,589.25

** Included in G.C. site work.

9. Provide all reports of consultants and test results not previously submitted, such as archeology, paint color analysis, mortar analysis and masonry cleaning.

N/A

10. Provide any information that may have been required by the Agency pursuant to any Special Conditions of the Project Agreement, as appropriate.

N/A

ILLUSTRATIONS

11. Provide 1 publication-quality 8" by 10" black and white photograph showing an overall view of the completed project. Where possible, this view should match one of the "before" views submitted with the grant application. Photo should be labeled in pencil on the reverse with:
(DO NOT use adhesive labels!!)

Photographer's name

Date of Photo

Project name and ID #

Orientation of view (north; rear facade, etc.)



City of Syracuse Staff

1984/85

St. Mary's Circle/Columbus Monument

EQ-88-HP2-p43

Facing East



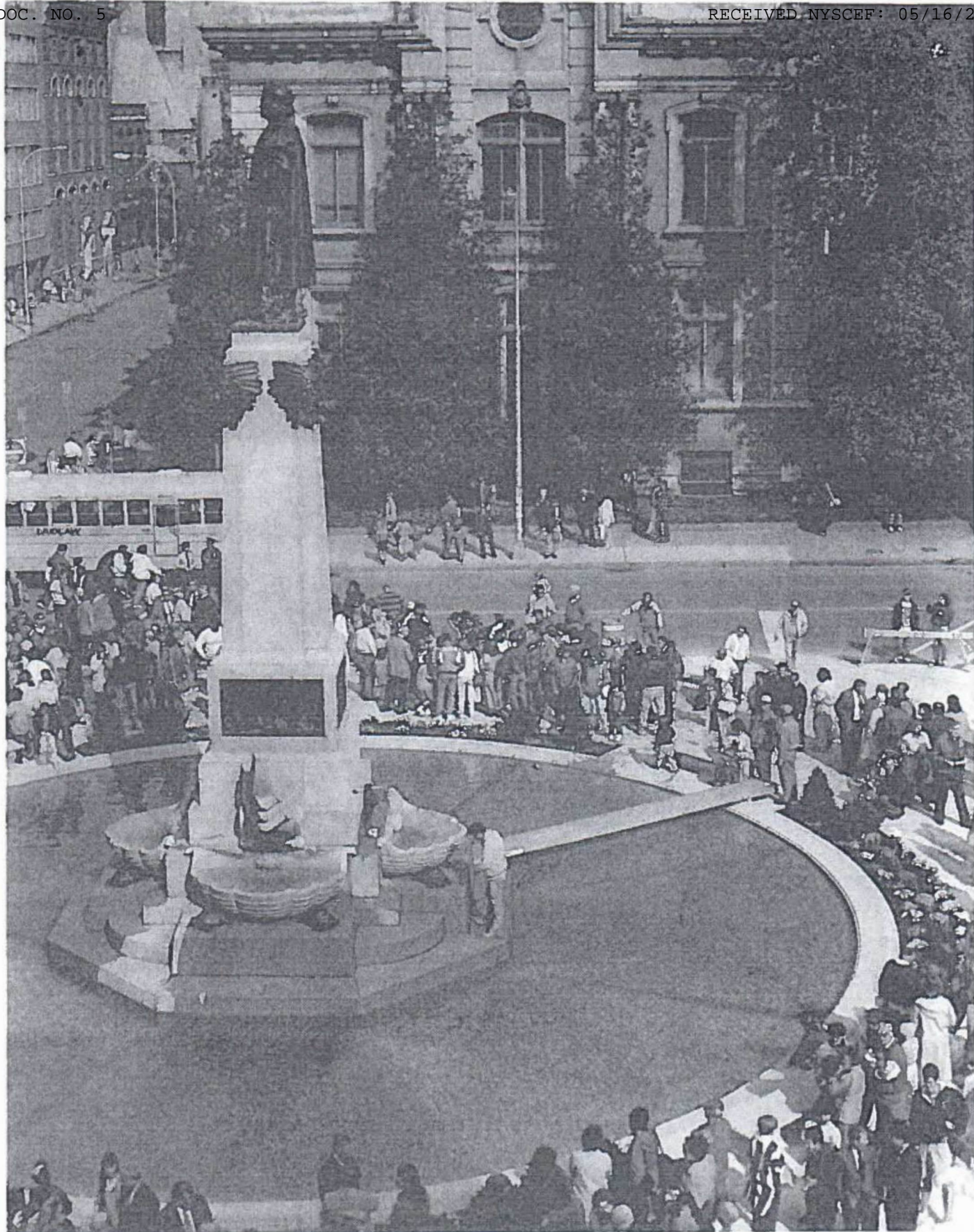
Larry Arna/

Dec 2, 1992

St. Mary's Circle
Columbus Monument

EQ-88-HP2-1043

Facing East (Onondaga County Court house
in background)

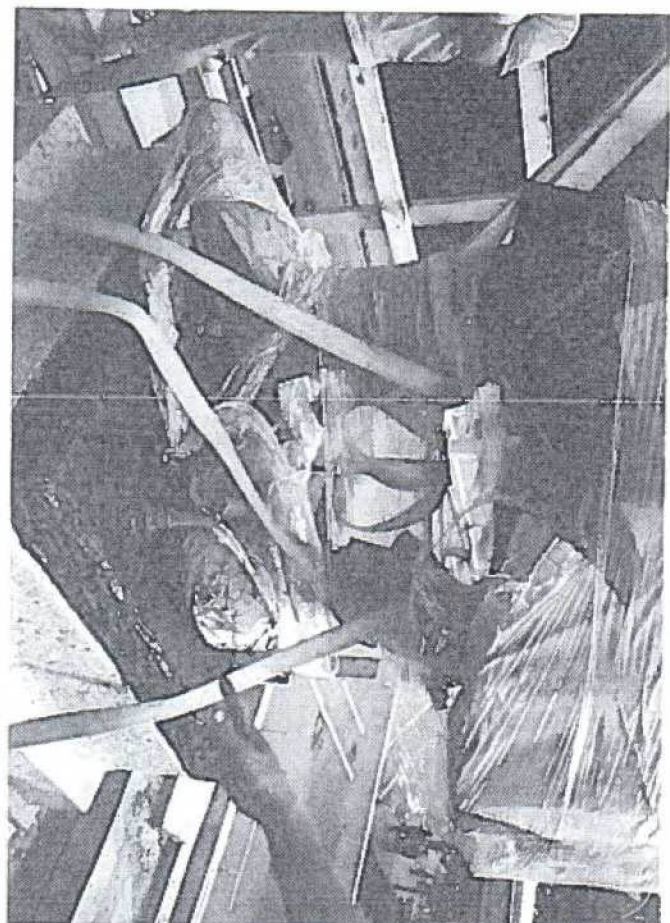
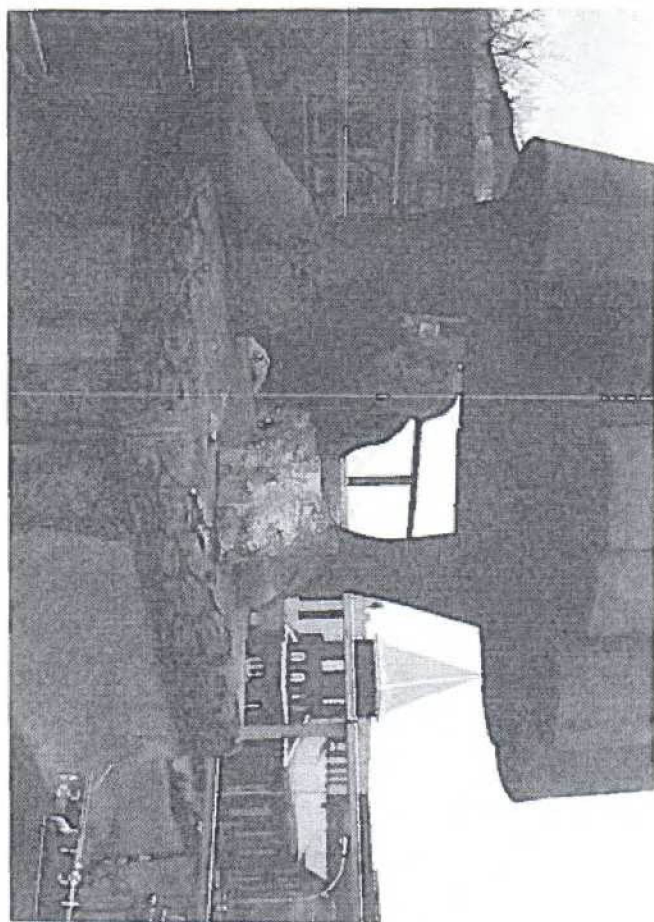
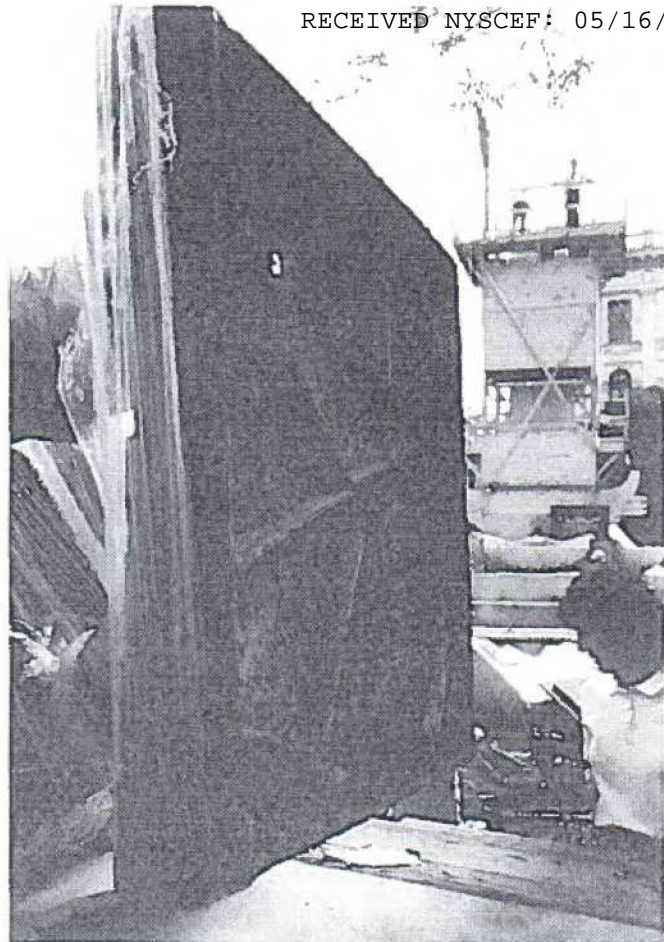


FILED: ONONDAGA COUNTY CLERK 05/16/2021 08:21 PM

INDEX NO. 004586/2021

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 05/16/2021



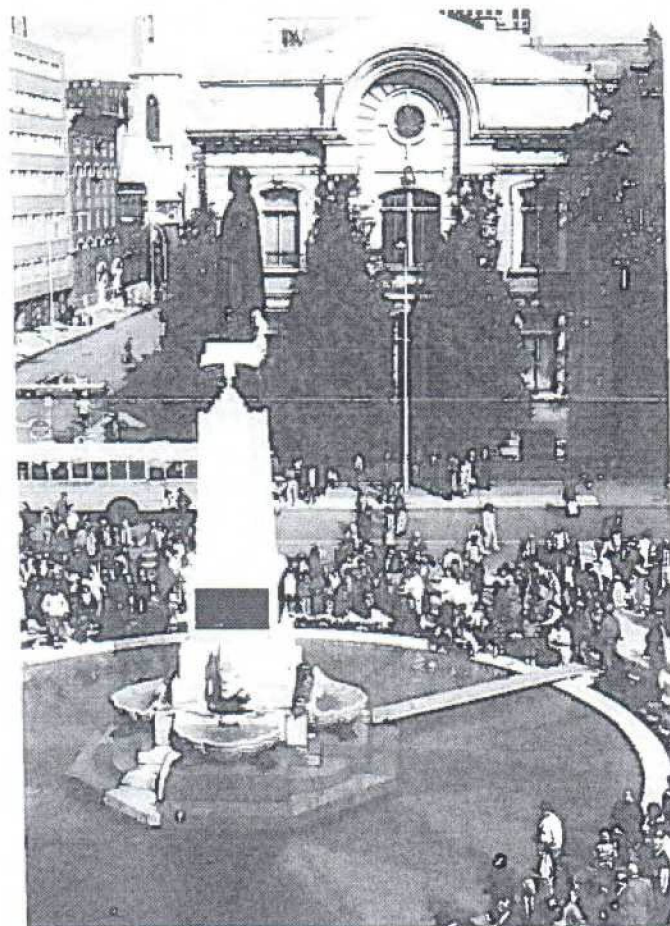
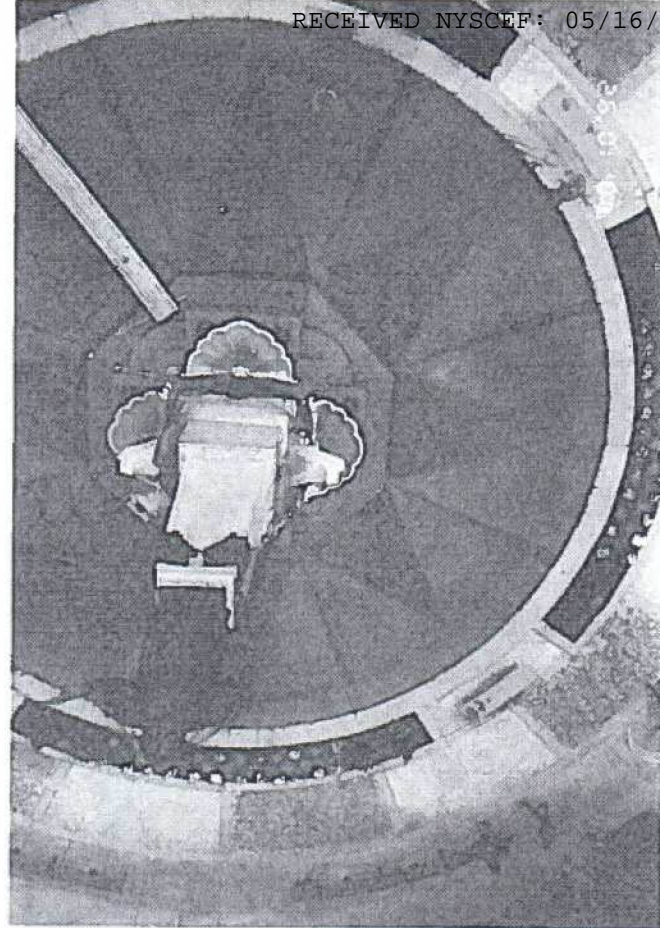
City of Syracuse staff
 Aug. 18, 1992
 St. Mary's Circle -
 Columbus Monument
 EA-88-HP2-1043
 Structural underside
 of restored bronze
 base of monument

City of Syracuse staff
 Dec. 12, 1991
 St. Mary's Circle -
 Columbus Monument
 EA-88-HP2-1043
 Structural underside
 of original bronze
 base of monument

KTEER-AN 3/5x2
 BROLINE # 17819

City of Syracuse staff
 Aug. 18, 1992
 St. Mary's Circle
 Columbus Monument
 EA-88-HP2-1043
 Top of restored bronze
 base and capstone with
 galvanized bolt connection

City of Syracuse staff
 Dec. 11, 1991
 St. Mary's Circle -
 Columbus Monument
 EA-88-HP2-1043
 Original top of base
 and capstone - facing
 west



City of Syracuse
Staff
Oct. 12, 1992
St. Mary's Circle
Columbus Monument
EQ-88-HP2-1043
aerial view of
restored basin
facing west

Larry Arnal
Oct. 12, 1992
St. Mary's Circle
Columbus Monument
EQ-88-HP2-1043
Restored Columbus
Monument-facing
North

City of Syracuse
Staff
Oct. 11, 1991
St. Mary's Circle
Columbus Monument
EQ-88-HP2-1043
aerial view of
original basin
facing southside

City of Syracuse
Staff
July 24, 1990
St. Mary's Circle -
Columbus Monument
EQ-88-HP2-10
Original monument
base facing west

KTEER-AN 3 1/2 x 2
PROLINE # 14619

5822 -1 K16



array Arral

Oct 12, 1992

St. Mary's Circle

Columbus Monument

EQ-88-HP2-1043

Facing Northeast

Restored monument

and obelisk with

Indian Heads

City of Syracuse
Staff

Dec. 12, 1991

St. Mary's Circle
Columbus Monument

EQ-88-HP2-1043

Facing East

Original statue
removed from
obelisk

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City of Syracuse
Staff

NOV 12, 1992

St. Mary's Circle
Columbus Monument
EQ-88-HP2-1043

Front view of
original Indian
Head at Syracuse
Public Safety Bldg.

Exhibit 4

Correspondence between Parks and the City regarding Ownership of St. Mary's Circle



New York State Office of Parks, Recreation and Historic Preservation
Central Region—Jamesville, New York 13078 315-492-1756

Commission Chairman
Esther M. Aswad
Commission Members
Thomas V. Giarrocchi
Ruth S. Kerr
Richard MacPherson
Adrienne Kay Mannion
Mary E. Yerdon

Orin Lehman, Commissioner
Armond Magnarelli, Regional Director

MEMORANDUM

TO: Kevin Burns
FROM: Ben Morey
DATE: May 10, 1989
RE: EQBA-HP-89 Round Two
St. Mary's Circle
Syracuse, Onondaga County

Attached is signed & dated Conditions of Award for subject project.

Also enclosed is sponsor's April 25, 1989 transmittal letter with supporting documents that address the questions of ownership and the fact that there is not a recorded deed (Liber & Page) of the property.

The city's letter also indicates that their Affirmative Action Plan is on file as part of their UCP project, and that there is no anticipated change in scope to their project as originally proposed.

Please let me know if anything further is needed at this time from this office to get the city under contract.

WM:bwm
enclosures

LINDA J DOMBROW
Director



OFFICE OF THE MAYOR
BUREAU OF RESEARCH
TOM YOUNG, MAYOR

April 25, 1989

Mr. Ben Morey
New York State Department of Parks,
Recreation and Historic Preservation
Central Region
Jamesville, New York 13078

RE: EQBA St. Mary's Circle
Syracuse, NY, Onondaga County

Dear Ben:

Enclosed is a "Condition of Award" statement signed by
Mayor Young for the above referenced grant.

I am also enclosing some material relevant to the question
of ownership of St. Mary's Circle, also known as Columbus
Circle:

- 1) 1980 correspondence from Assistant Corporation
Counsel William Cass furnishing a title opinion
relative to several parcels of property. Columbus
Circle appears on page 2.
- 2) Information provided as a supplement to the
original project summary, describing the Circle's
history since 1985 when the Syracuse Common
Council designated the plot of ground at the
intersection of East Onondaga, East Jefferson and
Montgomery Streets as Library Circle.

As I explained on the telephone, efforts over the space of
nearly ten years have failed to uncover a formal deed to
this property. Hopefully the attached material will suffice
as a substitute.

These documents should complete the submittal of documents
required by May 1, 1989.

If there are any problems or questions, please contact me at
448-8020.

Regarding the second group of documents required by the Conditions of Award Statement:

A. The City's Affirmative Action plan was submitted and approved by NYOPRHP in conjunction with our UCP Visitor Center project. Would that approval suffice or shall we resubmit the City's plan for this project?

B. No change in the project scope is anticipated. The project budget is being revised to reflect the change in State and Local shares.

This material should be available for submittal soon.

Sincerely,



Linda J. Dombrow

cc:Dave Tessier

David M. Garber
Corporation Counsel

James L. Celormini
1st Assistant



OFFICE OF THE CORPORATION COUNSEL
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John C. Black, Jr.
Assistants

September 5, 1980

Mr. Ben Morey
Central New York Department of
Parks & Recreation
Clark Reservation
Jamesville, New York 13078

Re: Urban Cultural Park Early Action Project
(Hanover Square, Columbus Circle, Vanderbilt
Square, Clinton Square, Pitts Park, Montgomery
Street, Fayette Park)

Dear Mr. Morey:

Pursuant to your request we are furnishing a title opinion relative to the properties set forth above. There are no known deeds held by the City to the subject properties listed below. The City of Syracuse Department of Parks & Recreation is proceeding to dedicate or rededicate all of these properties as parks by application to the Syracuse Common Council for appropriate legislation with the exception of the Montgomery Street park on which separate application will be made. All of the other properties are owned and have been maintained by the Department of Parks & Recreation for many years. The referenced Common Council ordinances referred to below are recorded and filed in the City Clerk's Office.

1. Clinton Square

Clinton Square was made a park by ordinance of the Syracuse Common Council on June 10, 1899. A portion of this park was acquired by letters patent from the State of New York and was former canal lands. The records of the Onondaga County Clerk's office do not show a conveyance into the City of this parcel but all City records dating back to the 1800's both on

City of Syracuse/Lee Alexander, Mayor

Mr. Ben Morey

Page 2

the Parks Department and the Assessment Department of the City of Syracuse indicate that this has been a public square and/or park for upwards of 100 years and has been continuously used by the City as such. In my opinion the City of Syracuse has undisputed title and has been the owner for upwards of 100 years.

2. Hanover Square

A search of the City records discloses that this was dedicated as Veterans Park on July 4, 1899. Many early mentions of City records show this as a park or City square back to the 1830's. During the entire period of ownership by the City it has been used, operated and maintained as a City park. In 1960 \$4,000 was donated by the Metropolitan Development Agency for improvements.

3. Pitts Park

Pitts Park was formerly part of the canal lands transferred to the City of Syracuse by letters patent by the State of New York. City records indicate that this transfer was made by the State of New York to the City in the early 1920's.

4. Vanderbilt Square

City and historical records indicate that this was a portion of a railway station until February 27, 1869. Substantial improvements in this area were approved and made by the Common Council by ordinance dated July 22, 1963. This square or park has been continuously used, owned and controlled by the City of Syracuse for over 100 years.

5. Columbus Circle

Columbus Circle was formed by a confluence of streets centering around the Courthouse, Library and Cathedral of the Immaculate Conception and has been previously known as Library Circle (CIRCA 1908 and St. Mary's Circle 1938). The present park as it exists today was created on December 7, 1969 which included street closings and other substantial structural changes which were approved by the Syracuse Common Council and the City Planning Commission. These combined lands constitute the present park or circle.

Mr. Ben Morey

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6. Fayette Park

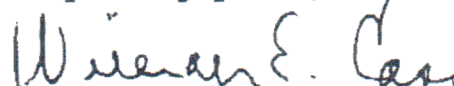
An examination of the City records discloses that this was a center square on a 1834 Village of Syracuse map made by Barnes. This park or square was created under a bill in 1839 by General Leavenworth who was the president of the Village of Syracuse Board. During this entire period up to the present time this has been used as a public park or square. In 1917 ornamental fencing was erected on the perimeters of the park. On August 10, 1972 the Syracuse Common Council passed an ordinance changing the name from Fayette Park to Syracuse Firefighters Memorial Park.

7. Montgomery Street

The Montgomery Street park area is a portion of Montgomery Street and a portion of E. Genesee Street which was abandoned and closed at the time of the construction of the New York Telephone Company building. This area is presently being used as a parking lot and an improved area where benches and trees and ornamental paving have been installed. This area is immediately in front of the Syracuse City Hall and extends to E. Fayette Street.

In my opinion all of the foregoing properties have been used and owned by the City of Syracuse for many, many years and have been maintained, improved and used as parks or public squares for the use of the public. All Park records and City Assessment records show these areas as public areas owned by the City of Syracuse.

Very truly yours,



William E. Cass
Assistant Corporation Counsel

/dt