



Robert E. Antonacci II, CPA
Comptroller

COUNTY OF ONONDAGA

Office of the
County Comptroller

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NEWS RELEASE

For Immediate Release: November 19, 2012

CALL TO ACTION- IMMEDIATE SAVINGS AVAILABLE TO COUNTY TAXPAYERS

Response to SMG Audit response and Press Release issued by Office of the County Executive.

With regard to the Oncenter Parking agreement with the Galleries issued on October 30, 2012, SMG has responded today to the Comptroller's office accompanied by a press release from the County Executive.

The press release contains statements from both elected & community leaders wherein all agree the extension of the Galleries parking agreement with the Oncenter is appropriate.

Mr Antonacci responds as follows:

"One of the roles of the County Comptroller is to make the policy and decision makers in our community aware of the transactions and agreements affecting our County. We take great pride in the fact our audit highlighted what we saw as a disparity in the role of parking in the economic development of downtown Syracuse. Whether the original deal helped or hurt economic development efforts in downtown Syracuse are not the main point, the thrust of our audit was to publicly disclose the transaction for all to see and evaluate."

Antonacci continued "now all the decision makers have been made fully aware of this agreement and have now today approved this treatment afforded the Galleries. I specifically note the City of Syracuse by and through the Office of the Mayor has accepted the agreement in light of the partnership between the City and the County in the parking garage."

CALL TO ACTION- IMMEDIATE SAVINGS AVAILABLE TO COUNTY TAXPAYERS

Mr. Antonacci will send the attached letter to County Executive Mahoney contemporaneously with the release of this statement. Mr Antonacci added the following explanation to the letter:

"Now that a baseline parking fee has been established for major employers in the downtown market, I am looking for help for the taxpayers of Onondaga County.

I ask SMG and the County Executive to work together to move approximately 280 Onondaga County employees now parking at the Hotel Syracuse parking garage at a fee of \$50 per month to the Oncenter parking garage at a fee of \$30 per month. The County of Onondaga will save over \$5,300 per month canceling the license with GML Parking LLC. I think it is important to keep jobs downtown and also save taxpayers money at the same time. Cancelling the agreement with GML will accomplish both tasks. I also hope rates for all employees in downtown Syracuse will be revisited to provide fair and equitable treatment to all employees working in downtown Syracuse."

NOTE: Onondaga County has a license agreement with GML Parking LLC for the use of 282 parking spots at the Hotel Syracuse Parking Garage. The average cost per month for the last 10 months has been \$13,295 equating to 265 spots. The savings is calculated by deducting license fee of \$50 from SMG Galleries rate of \$30 or \$20 x 265=\$5,300, per month \$63,600 per annum. This charge is a County charge and not paid by the employees.

It is noted in the response from SMG to the audit there is excess capacity at the parking facilities, therefore moving our 282 parkers to the Oncenter should be relatively easy.

For further information please contact Robert Antonacci II CPA, at 435-2130.



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Hon. Joanne M. Mahoney
Onondaga County Executive
421 Montgomery Street, 14th Floor
Syracuse, New York 13202

Dear County Executive Mahoney:

As a follow up to our recent audit of the Oncenter parking agreement with the Galleries, SMG responded to our audit accompanied with a press release indicating the agreement with the Galleries would be renewed under terms "similarly substantial to the current deal."

The role of my office is to bring these types of transactions to the attention of decision makers and we are proud of our effort in this regard.

As the press release indicates, the decision makers of our County have approved the transaction.

Now that it is apparent a major employer rate of approximately \$30 has been established for parking garages downtown, I bring to your attention Onondaga County's parking license agreement with GML Parking LLC (#17309). At this time the County is under license to park up to 282 of its employees at a cost of \$50 per spot. This is a fee paid by the County and not the employees. The average cost per month for the last ten months has been approximately \$13,295 equating to 265 spots.

I respectfully recommend the County cancel this license and move our employees to the Oncenter. I believe the County taxpayers could save a minimum of \$5,300 per month ($\$50 - \$30 = \$20 \times 265 = \$5,300$).

As the County of Onondaga is a major employer downtown, and placing our employees in a County owned facility at \$30 per spot will save taxpayer money, I respectfully request your consideration in this matter.

Sincerely,


Robert E. Antonacci II CPA

REA/nlc

LICENSE

LICENSED PREMISES

GML Parking LLC (Licensor) hereby licenses to the County of Onondaga (Licensee) the rights to use and assign to others the use of 282 parking places in the parking garage located at 501-523 South Salina Street, Syracuse, New York, and known as the Hotel Syracuse Parking Garage (the "Facility").

TERM

This license may be revoked as to any or all of the 282 parking spaces, at the will of Licensor, by Licensor providing not less than 20 days prior written notice to Licensee of such revocation. This license may be surrendered as to any or all of the 282 parking spaces, at the will of Licensee, by Licensee providing not less than 20 days prior written notice to Licensor of such surrender. Further, for any calendar month during the term of this license, either Licensor or Licensee may require one or more reductions in the number of parking spaces available hereunder to Licensee for such calendar month (up to a total potential reduction of 150 parking spaces in any month) provided all of the following conditions then exist: (a) capacity constraints within the Facility prohibit residents of the property located at 111 E. Onondaga Street (commonly known as Symphony Place Apartments) from otherwise having parking spaces available for rent by such residents within the Facility; (b) any such reduction is limited to the number of spaces necessary to accommodate the parking needs of such residents; (c) such residents actually rent spaces with the Facility for such month; and (d) the party requiring such reduction provides not less than 20 days prior written notice to the other party. This license shall commence on February 1, 2009 and shall remain in effect, until it is revoked or surrendered, as to any parking place for which it has not been revoked or surrendered.

COMPENSATION

Licensee shall pay to Licensor or its designee a fee of \$50.00 for each licensed space, each month, for the rights to use and assign to others the use of any parking space as to which this license has not been revoked or surrendered. Payment shall be made in advance on the first day of each month beginning February 1, 2009. Until notified in writing to the contrary by Licensor, Licensee shall remit all payments hereunder to Allright New York Parking, Inc. d/b/a Central Parking System, 110 Harrison Place, Syracuse, New York 13202 with the notation "Hotel Syracuse Parking Garage."

Neither Licensor nor Licensee shall have or make any claim for damages against the other for any revocation or surrender of this license.

STATUTORY COMPLIANCE

In acceptance of this Agreement, the Licensor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding agreements with municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

LICENSES AND PERMITS

Licensor hereby agrees that it will obtain at its own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.

APPROPRIATIONS

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for the purpose thereof.

CONTRACT MODIFICATIONS

This Agreement represents the entire and integrated agreement between the County and the Licensor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the County and the Licensor.

SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

ASSIGNMENT BY LICENSOR

Licensor shall have the right to assign this License.

IN WITNESS WHEREOF, the parties have executed this License effective this day of January 2009.

GML Parking LLC

By: Mark A. Belanger
Mark A. Belanger, Authorized Representative

County of Onondaga

By: Jeanne M. Mahoney
Title: County Clerk

