

COMMON COUNCIL
of the
CITY OF SYRACUSE

(05/23)

REGULAR MEETING – MAY 23, 2022

1:00 P.M.

1. *Pledge of Allegiance to the Flag – (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation – (A moment of silent reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call – (Present – 8; Councilor Paniagua – Absent)*
4. *Minutes – May 9, 2022 – (Adopted 8-0)*
5. *Petitions – (none)*
6. *Committee Reports – (Economic Development; Public Works (DPW & Transportation); Neighborhood Preservation (Homeless & Housing Vulnerable)*
7. *Communications – (none)*
8. -----
UNFINISHED BUSINESS:

BY COUNCILOR PANIAGUA:

- a. **8-0** *Local Law - Of the City of Syracuse to amend the 2020/21 City Budget to reflect the wages increases pursuant to a Labor Agreement with AFSCME Local 1773, Council 66 for the period of five years, January 1, 2021 through December 31, 2025.* **LL**
- b. **8-0** *Local Law - Of the City of Syracuse to amend the 2020/21 City Budget to reflect the wage increases pursuant to a Labor Agreement with Central and Northern New York Building Trades Council, for the period of four years, January 1, 2021 through December 31, 2024.* **LL**

NEW BUSINESS

BY PRESIDENT HUDSON:

- WD** 9. Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2021/2022. **WD**

BY COUNCILOR CALDWELL:

- 8-0** 10. Agreement – With Syracuse Industrial Development Agency, for landscaping services, on behalf of the Department of Parks, Recreation & Youth Program, at the property located at 900 Fayette Street West (commonly known as Lipe Art Park) to expire by the end of 2022. The intent is for SIDA to sell the property to the City. **280**
- 8-0** 11. Agreement – With the YMCA of Greater Syracuse, to offer free education and wellness programming in the City Parks, on behalf of Parks, Recreation, and Youth Programs Department, as part of this agreement, the YMCA will provide a program coordinator, additional instructional staff and volunteers, necessary supplies, and all related logistics, including registration for delivering the Power Scholars Summer Academy and after school academic support program for youth. Also included will be instructors for periodic fitness and wellness classes for children, adults and seniors at City facilities. Parks will provide facilities, staff assistance, and marketing efforts to generate interest and enrollment, effective July 1, 2022-June 30, 2023. **281**

BY COUNCILOR GREENE:

- 8-0** 12. Agreement – With Coding It Forward, on behalf of the Department of Information Technology, to provide the City a full-time, paid digital Fellow, for the period of three (3) months effective June 1, 2022. There is no cost to the City. **282**
- 8-0** 13. Authorize - Memorandum of Understanding (MOU) between the City and Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a) "GPL", on behalf of the Office of Accountability, Performance, & Innovation, to provide services to the City to develop and execute innovative initiatives relative to the City's procurement processes, for the period of one (1) year commencing from date of execution. No cost to the City. The Mayor waived the RFP process. **283**
- 8-0** 14. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of a settlement with Cooper Crouse-Hinds, et al. Total amount not to exceed \$850,000. **284**

15. Approve – Settlement – Cooper Crouse-Hinds, et al. v. City of Syracuse. et al. Federal Civil Action in the U.S. District Court, N.D.N.Y. Index No. 5:16-CV-1201 (MAD/ATB). Settlement, relative to the City’s municipal landfilling activities in the 1960’s and early 1970’s, that the City contributed to and or arranged the introduction of hazardous waste at two landfills owned by the plaintiffs, in the amount of \$850,000, from DPW Judgement and Claims Account #599305.01.93000. **285**
16. Approve - Settlement of Tax Certiorari Proceedings – 250 South Clinton, LLC vs The City of Syracuse, et al. – Index No.: 004062/2021, for properties located at 507 Plum Street (Tax Map No.: 118.-02-17.1) and 200-204 Maltbie Street & Evans Street (Tax Map No.: 118.-02-19.0) relative to assessed value - Tax Years 2021/2022. **286**
17. Authorize – The Mayor, on behalf of the City of Syracuse, to opt out of the recently imposed Onondaga County gas tax cap, to allow the City to be compensated for any negative financial impact that the County’s gas tax cap may have on the City sales tax revenue. Under the opt-out provisions, City residents will still benefit from the County’s cap but the City itself may be made whole on revenue loss. Relevant County resolutions included along with the resolution authorizing the City to opt-out. **287**

BY COUNCILOR PANIAGUA:

18. Approve - Labor Agreement between the City of Syracuse and AFSCME Local 1773, Council 66 for the period of January 1, 2021-December 31, 2025. Effective 1/1/21 3% salary increase (retro), 1/1/22 3% general wage increase, 1/1/23 3% general wage increase, 1/1/24 3% general wage increase, and 1/1/25 3% general wage increase. Other terms and conditions are detailed in the contract. **288**
19. Approve – Labor Agreement between the City of Syracuse and Central Northern NY Building Trade Council, for the period of January 1, 2021 – December 31, 2024. Effective 1/1/21 4% general wage increase (retro), 1/1/22 3.5% general wage increase, 1/1/23 3.5% general wage increase, 1/1/24 3.5% general wage increase. Other terms and conditions are detailed in the contract. **289**
20. Local Law - Of the City of Syracuse to amend the 2020/21 City Budget to reflect the wages increases pursuant to a Labor Agreement with AFSCME Local 3952, Council 66 for the period of five years, January 1, 2021 through December 31, 2025. **T**
21. Approve - Labor Agreement between the City of Syracuse and AFSCME Local 3952, Council 66 for the period of January 1, 2021-December 31, 2025. Effective 1/1/21 3% salary increase (retro), 1/1/22 3% general wage increase, 1/1/23 3% general wage increase, 1/1/24 3% general wage increase, and 1/1/25 3% general wage increase. Other terms and conditions are detailed in the contract. **H**
22. Authorize - Memorandum of Understanding (MOU) between the City and the Cities for Financial Empowerment Fund, Inc, (CFE) to continue the use CFE’s client data platform, and FEC counselor training, certification and support, as detailed in the MOU. There is no cost to the City. **290**

BY COUNCILOR SCHULTZ:

- 8-0** 23. Resolution - To appoint Kathryn Fernandez to the Land Bank Citizens Advisory Board to fill the vacant seat of Winthrop Thurlow as the 1st Council District representative for the term ending May 31, 2025. **16-R**

BY COUNCILOR HOGAN:

- H** 24. Special Permit - To approve a Restaurant located at 962 East Brighton Avenue. No one spoke in favor. Two (2) emails were received and four (4) people spoke in opposition to the proposal. The Planning Commission granted six (6) waivers in regard to driveway width, sign, drive-thru service location, and arterial frontage regulations. Hospitality Syracuse Inc., applicant. Brighton Avenue Gas, Inc., owner. **H**
- 8-0** 25. Authorize – The City to delegate Donnella V. Monk, Planner, on behalf of the Department of Neighborhood & Business Development, the authority to carry out the responsibilities of Environmental Review Certifying Officer as provided in 24 C.F.R. Part 58, NYS Homes and Community Renewal Procedures, its related Federal authorities listed in Sections 58.5 and 58.6, Section 102 of National Environmental Policy Act (NEPA), and its related provisions in 40 CFR parts 1500 through 1508. The term of the delegation will expire December 31, 2025. **291**

BY COUNCILOR MAJOK:

- 8-0** 26. Application & Agreement - To and with the U.S. Department of Justice under the Byrne Discretionary Community Project Funding/Byrne Discretionary, in the amount of \$140,000, on behalf the Police Department, for Body Worn Cameras. No local match is required. **292**
- 8-0** 27. Agreement - With Onondaga County, Oswego County, and Syracuse University, relative to the purchase and use of a web-based emergency operation system, for the period of three (3) years, effective October 1, 2021-September 30, 2024, administrated by the Onondaga County. Total costs outlined in the legislation, to be paid by grant funding from NY State Homeland Security Program. **293**

BY COUNCILOR ALLEN:

- 8-0** 28. Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$186,000, to create an Emergency Abatement Pilot Program, to enable the City to hire qualified contractors to perform interior work to remediate code violations in occupied rental units in certain instances deemed by the Division of Code Enforcement to be considered eligible “immediate hazards”, or repeat occurrences of certain eligible violations within one (1) calendar year of original occurrence. The cost of the repairs will be billed to the property owner, unpaid repairs will be added to the following year’s property taxes. The program will be administered by NBD staff (\$150,000 will be allocated directly to project completion cost and \$36,000 to offset staffing cost). **294**

7-0 **Allen – Abstain** 29. *Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$11,000,000, for infill Housing Construction, to support the cost of new construction and rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units. Site Selection for these units will be prioritized in accordance with the objective of the Resurgent Neighborhood Initiative, and the results of the City-wide Housing Market Study. There is a 2% Administrative fee which includes the creation of an ARPA Housing Project Coordinator position.* **295**

8-0 30. *Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$4,500,000, to address childhood lead poisoning, allowing the City to address the environmental impact of lead through detection, enforcement and remediation efforts of existing housing stock. This allocation will fund lead remediation in 144 dwelling units, details outlined in the legislation. There is a 5% Administrative fee.* **296**

WD 31. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 258-260 Crescent Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **WD**

WD 32. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 118-120 McClure Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **WD**

BY COUNCILOR DRISCOLL:

8-0 33. *Amend – Ord. #513 (11/23/2020), “Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of the Scoping, Preliminary Design Phases, and Detailed Design Phase of the West Genesee Street Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering. Total amount not to exceed \$684,000”. Amend to add the Construction and Inspection Phase for \$9,375,000. Total amount not to exceed \$10,059,000.* **297**

8-0 34. *Amend – Ord. #514 (11/23/2020), “Agreement – With the New York State Department of Transportation, for the Scoping, Preliminary Design Phases, and Detailed Design Phase of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering, in an amount not to exceed \$684,000. Amend to add the Construction and Inspection Phase for \$9,375,000. Total amount not to exceed \$10,059,000 from Account #07.599807.701079000.80405. Total project cost not to exceed \$12,705,600.* **298**

35. Amend – Ord. #515 (11/23/2020), “Authorize – The Scoping, Preliminary Design Phases, and Detailed Design Phase of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering, in an amount not to exceed \$684,000”. Amend to add the Construction and Inspection Phase for \$9,375,000. Total amount not to exceed \$10,059,000 from Account #07.599807.701079000.80405. Total project cost not to exceed \$12,705,600. **299**
36. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of the Scoping & Preliminary Design Phases, of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (West Seneca Turnpike), PIN 3756.83, on behalf of the Department of Engineering. Total amount not to exceed \$256,000. **300**
37. Agreement – With the New York State Department of Transportation for the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (West Seneca Turnpike), PIN 3756.83, on behalf of the Department of Engineering, in an amount not to exceed \$256,000. The City incurs all initial costs for this project with subsequent 80% Federal reimbursement through TIP, Marchiselli Funds of 15% is included. Total project cost \$4,666,000. **301**
38. Authorize – The Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (West Seneca Turnpike), PIN 3756.83, on behalf of the Department of Engineering, in an amount not to exceed \$256,000. The City incurs all initial costs for this project with subsequent 80% Federal reimbursement through TIP, Marchiselli Funds of 15% is included. Total project cost \$4,666,000. **302**
39. Appropriate Funds - From the Appropriated and Unallocated Cash Capital Account #599007.01.99999, in the amount of \$25,500, on behalf of the Department of Engineering, for a new GPS unit and associated equipment and service. **303**
40. Rescind – Ord. #495-2005, “Permission - To Dr. Michael A. Stirpe, D.C., C.C.S.P., owner of the property located at 1628 West Genesee Street, to encroach approximately 3’x7’ into the West Genesee Street right-of-way with ground sign and existing stone base”. **304**

Syracuse Common Council
Adjourned at 1:11 PM

La 28

Local Law No.

2022

City of Syracuse

**A LOCAL LAW OF THE CITY OF SYRACUSE
TO AMEND THE ANNUAL BUDGET OF THE
CITY OF SYRACUSE FOR THE YEAR 2020/2021
TO REFLECT THE SALARY INCREASES
PURSUANT TO A CONTRACT NEGOTIATED
BETWEEN THE CITY OF SYRACUSE AND
AFSCME LOCAL 1773, COUNCIL 66**

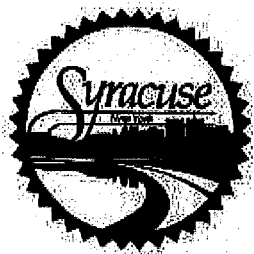
BE IT ENACTED, by the Common Council of the City of Syracuse, as follows:

Section 1. Pursuant to Ordinance No. _____ approving the negotiated contract between AFSCME Local 1773, Council 66 and the City of Syracuse, effective January 1, 2021 through December 31, 2025, which includes wage and benefit increases for employees covered by said contract and which increases are retroactively effective as of January 1, 2021, as set forth in the labor contract on file with the City Clerk, and subject to the approval of the Mayor who shall have the power and authority to change and increase the salary, compensation and benefits of those employees covered by the aforementioned contract, said salary, compensation and benefits shall be paid from the Treasury of the City of Syracuse in the fiscal year 2020/2021 notwithstanding the fact that any such salary, compensation and benefits shall previously have been fixed or provided for in the budget of said City for such fiscal year 2020/2021, provided, however, that any such increases shall be within the total amount contained in the budgets for such fiscal year and within such additional amounts as may be legally available therefor. The changes herein authorized shall be effective as of January 1, 2021.

Section 2. The annual budget of the City of Syracuse for the year 2020/2021 be and the same are hereby amended to reflect the increases and changes for employees covered by the aforementioned contract.

Section 3. Article 2-C, Section 25 of the General City Law, insofar as it restricts or is inconsistent with the provisions of Section 1 through 2 of this Local Law is hereby superseded.

Section 4. This local law shall take effect immediately.



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

April 26, 2022

Julie Castellitto
Assistant Director

Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

RE: Request for Legislation

Dear Ms. McBride,

On behalf of the Office of Personnel & Labor Relations, please prepare legislation to be introduced at the next Common Council meeting. Please prepare the following legislation: A local law to amend the City Budget for July 2020 – June 2021 to reflect wage increases that were awarded to the AFSCME Local 1773, Council 66.

Thank you for your assistance in this matter.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: April 26, 2022
SUBJECT: Labor Agreement with the AFSCME Local 1773, Council 66

On behalf of the Office of the Mayor, I am requesting the City to enter into a labor agreement between the City of Syracuse and AFSCME Local 1773. This five year labor agreement runs from January 1, 2021 through December 31, 2025 and provides the general wage increases listed below. The City and the Local 1773 have signed a tentative agreement, which is attached.

Wages

Effective 1/1/21	3% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%

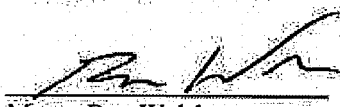
Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net



Mayor Ben Walsh
City of Syracuse, New York

4/27/22
Date

86 84

Local Law No.

2022

City of Syracuse

**A LOCAL LAW OF THE CITY OF SYRACUSE
TO AMEND THE ANNUAL BUDGET OF THE
CITY OF SYRACUSE FOR THE YEAR 2020/2021
TO REFLECT THE SALARY INCREASES
PURSUANT TO A CONTRACT NEGOTIATED
BETWEEN THE CITY OF SYRACUSE AND THE
CENTRAL AND NORTHERN NY BUILDING
TRADES COUNCIL**

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

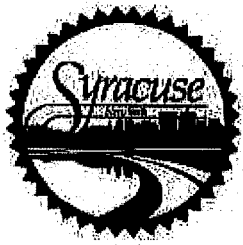
Section 1. Pursuant to Ordinance No. _____ approving the negotiated contract between the Central and Northern NY Building Trades Council and the City of Syracuse, effective January 1, 2021 through December 31, 2024, which includes wage and benefit increases for employees covered by said contract and which increases are retroactively effective as of January 1, 2021, as set forth in the labor contract on file with the City Clerk, and subject to the approval of the Mayor who shall have the power and authority to change and increase the salary, compensation and benefits of those employees covered by the aforementioned contract, said salary, compensation and benefits shall be paid from the Treasury of the City of Syracuse in the fiscal year 2020/2021 notwithstanding the fact that any such salary, compensation and benefits shall previously have been fixed or provided for in the budget of said City for such fiscal year 2020/2021, provided, however, that any such increases shall be within the total amount contained in the budgets for such fiscal year and within such additional amounts as may be legally available therefor. The changes herein authorized shall be effective as of January 1, 2021.

Section 2. The annual budget of the City of Syracuse for the year 2020/2021 be and the same are hereby amended to reflect the increases and changes for employees covered by the aforementioned contract.

Section 3. Article 2-C, Section 25 of the General City Law, insofar as it restricts or is inconsistent with the provisions of Section 1 through 2 of this Local Law is hereby superseded.

Section 4. This local law shall take effect immediately.

86 24



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

April 26, 2022

Julie Castellitto
Assistant Director

Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

RE: Request for Legislation

Dear Ms. McBride,

On behalf of the Office of Personnel & Labor Relations, please prepare legislation to be introduced at the next Common Council meeting. Please prepare the following legislation: A local law to amend the City Budget for July 2020 – June 2021 to reflect wage increases that were awarded to the Central and Northern NY Building Trades Council.

Thank you for your assistance in this matter.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

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DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

May 6, 2022

Julie LaFave
Commissioner

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Request for Legislation: Ordinance Authorizing an Agreement with the Syracuse Industrial Development Agency for Landscaping Services at 900 Fayette Street West (#105.-13-22.2)

Dear Ms. McBride,

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

An ordinance authorizing the City of Syracuse to enter into an agreement with the Syracuse Industrial Development Agency (SIDA) for landscaping services at 900 Fayette Street West (#105.-13-22.2) and commonly known as Lipe Art Park. SIDA owns the property and intends to sell it to the City. Until the sale can be effectuated, the City, through the Parks Department, will maintain the landscaping at the property, including but not limited to, mowing the grass.

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

Sincerely,

Julie LaFave, Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net


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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

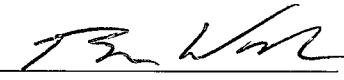
TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: May 6, 2022
SUBJECT: Agreement with the Syracuse Industrial Development Agency

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with the Syracuse Industrial Development Agency (SIDA) for landscaping services at 900 Fayette Street West (#105.-13-22.2) and commonly known as Lipe Art Park. SIDA owns the property and intends to sell it to the City. Until the sale can be effectuated, the City, through the Parks Department, will maintain the landscaping at the property, including but not limited to, mowing the grass.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE YMCA OF GREATER SYRACUSE
FOR THE OPERATION OF A FREE
EDUCATIONAL PROGRAM, THE POWER
SCHOLARS ACADEMY, IN CITY PARKS ON
BEHALF OF THE DEPARTMENT OF PARKS,
RECREATION AND YOUTH PROGRAMS**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the YMCA of Greater Syracuse (“YMCA”) for the operation of a free educational program, including but not limited to the Power Scholars Academy and periodic fitness, wellness, and educational classes for youth, adults, and seniors, at City Parks and Facilities on behalf of the Department of Parks, Recreation and Youth Programs; and

BE IT FURTHER ORDAINED, that the Agreement shall be effective from July 1, 2022 through June 30, 2023; and

BE IT FURTHER ORDAINED, that pursuant to said agreement the YMCA will provide a program coordinator, additional instructional staff and volunteers, necessary supplies, and all related logistics, including registration, for delivering the Summer Power Scholarship Academy and after school academic support program for youth. The Department of Parks, Recreation and Youth Programs will provide facilities, staff assistance, and general marketing efforts to assist in generating interest and enrollment for the Power Scholarship Academy; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the services provided pursuant to said agreement; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



11

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

May 5, 2022

Julie LaFave
Commissioner

Patricia McBride, City Clerk
City Hall, Room 231
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride:

Please place on the agenda for the next scheduled meeting of the Common Council the necessary legislation to authorize the Mayor, on behalf of the City of Syracuse Department of Parks, Recreation, and Youth Programs to enter into an agreement with the YMCA of Central New York, to offer free education and wellness programming in the City Parks.

As part of this agreement, the YMCA will provide a program coordinator, additional instructional staff and volunteers, necessary supplies, and all related logistics, including registration, for delivering the Power Scholars Summer Academy and a Power Scholars after school academic support program for youth.

The YMCA will also provide instructors for periodic fitness and wellness classes and educational sessions for youth, adults and seniors at city facilities.

The Syracuse Parks, Recreation, and Youth Programs Department will provide facilities, staff assistance, and general marketing efforts to assist in generating interest and enrollment.

The agreement shall be considered effective from July 1, 2022 through June 30, 2023. There is no cost to the City of Syracuse for services under this agreement.

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

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

Sincerely,

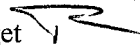
Julie LaFave
Commissioner



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: May 6, 2022
SUBJECT: Agreement with the YMCA of Greater Syracuse

Julie Castellitto
Assistant Director

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with the YMCA of Central New York, to offer a free educational and wellness programming in the City parks.

As part of this agreement, the YMCA will provide a program coordinator, additional instructional staff and volunteers, necessary supplies, and all related logistics, including registration, for delivering the Power Scholars Summer Academy and a Power Scholars after school academic support program for youth.

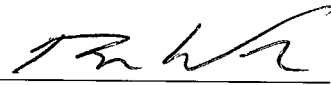
The YMCA will also provide instructors for periodic fitness and wellness classes and educational sessions for youth, adults and seniors at City facilities.

The Syracuse Parks, Recreation, and Youth Programs Department will provide facilities, staff assistance, and general marketing efforts to assist in generating interest and enrollment.

The agreement shall be considered effective from July 1, 2022 through June 30, 2023. There is no cost to the City of Syracuse for services under this agreement.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2022

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING WITH
CODING IT FORWARD RELATIVE TO
PROVIDING THE DEPARTMENT OF
INFORMATION TECHNOLOGY WITH A
RESOURCE FELLOW FOR THE SUMMER OF
2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with Coding it Forward relative to providing the Department of Information Technology with a Resource Fellow to for the summer of 2022, in a manner that complies with the laws of the City of Syracuse and New York State; and

BE IT FURTHER ORDAINED, that the term of this Memorandum of Understanding shall be for a period of three (3) months beginning June 1, 2022; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the services provided pursuant to the Memorandum of Understanding authorized herein as Coding it Forward shall be responsible for providing any salary, wages or other benefits to the fellow; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



BUREAU OF INFORMATION TECHNOLOGY

CITY OF SYRACUSE, MAYOR BEN WALSH

Dave Prowak
Director

6 May 2022

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Entering into an agreement with Coding it Forward to resource a summer fellow;

Ms. McBride,

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into a partnership with Coding it Forward upon approval of the attached Memorandum of Understanding.

Entering into this partnership will allow the City to employ a full-time, paid digital fellow. The duration of this fellowship is for three months beginning June 1, 2022.

Dave Prowak
Director of Information Technology

- CC: Frank Caliva, Chief Administrative Officer
- CC: Timothy Rudd, Budget Director
- CC: Kelsey May, Director of Digital Services

Information Technology
233 E. Washington St.
City Hall, Room 415
Syracuse, N.Y. 13202

Office 315 448 8250
Fax 315 448 8008


www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: May 9, 2022
SUBJECT: Agreement – Coding it Forward

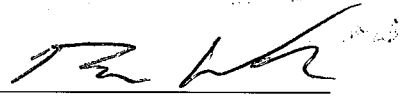
Julie Castellitto
Assistant Director

On behalf of the Department of Information Technology, I am requesting the City to enter into an agreement with Coding it Forward upon approval of the attached Memorandum of Understanding.

Entering into this agreement will allow the City to employ a full-time, paid digital fellow. The duration of this fellowship is for three months beginning June 1, 2022. Coding it Forward shall be solely responsible for providing any salary, wages, or other benefits to the Fellow.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



MEMORANDUM OF UNDERSTANDING FOR CIVIC INNOVATION CORPS

This Memorandum of Understanding (the "MOU"), dated as of April 25, 2022, sets forth the agreements between Coding It Forward ("CIF") and City of Syracuse ("Host Office") for the purpose of achieving the various aims and objectives relating to the Civic Innovation Corps (the "Project"). CIF and Host Office are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS CIF desires to provide participants of the Project (each a "Fellow") an opportunity to learn about the public interest technology ecosystem and career opportunities with the Host Office, a local or state government, to make a difference and develop solutions in service of their fellow Americans, and to grow personally and professionally with a cohort of mission-driven peers; and

WHEREAS Host Office is a city agency and desires to partner with CIF and engage one or more Fellows for a ten-week long internship opportunity at Host Office;

THEREFORE, the Parties desire to enter into this MOU to set forth the basic framework for a partnership concerning the Host Office and the Fellow and the relationship between the Parties.

I. Binding Understanding

The Parties acknowledge that a contractual relationship is created between them by this MOU and agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, leadership, administrative and managerial commitment to the Project by means of the following individual services.

II. Employment Status

During the term of the contemplated partnership agreement, Fellow shall be a W-2 employee of CIF. CIF shall be solely responsible for providing any salary, wages, or other benefits to the Fellow for the purpose of federal, state, and local employment, wage and tax laws, regulations and code.

III. Responsibilities and Duties

a. Of CIF:

- i. Employing the Fellow as a W-2 employee, providing compensation for work performed at the Host Office, and being responsible for all employer-tax obligations.

- ii. Providing professional and personal development opportunities for the Fellow, including but not limited to, speaker events, community events, and mentorship.

b. Of Host Office:

- i. Providing the Fellow with any necessary materials or information required for successful completion of the Fellow's projects and tasks undertaken during their time at Host Office;
- ii. Providing supervision and guidance to the Fellow and all other terms and conditions of employment;
- iii. Designating at least one employee of Host Office who will oversee the work of the Fellow; and
- iv. Coordinating with CIF team regarding any attendance or performance issues of the Fellow.

IV. Term

The arrangements made by the Parties under this MOU shall remain in place from March 2022 to August 2022 ("Term"). The Term can be amended only by a written agreement between the Parties.

V. Communication and Marketing

- a. Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties.
- b. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be followed.
- c. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

VI. Liability

No liability will arise or be assumed by either Party as a result of this MOU except that each party indemnifies the other party for any liability that may attach to them as a result of the other party's negligent or intentional conduct.

VII. Dispute Resolution

In the event of a dispute between the Parties in the negotiation of the final binding contract relating to this partnership, a dispute resolution group will convene consisting of the Chief Executives of each of the Parties, together with one additional person independent of the Parties appointed by the Chief Executives. The dispute resolution

group may receive for consideration any information it thinks fit concerning the dispute. The Parties agree to use good faith efforts to come to a mutually satisfactory solution to resolve disputes. Should the dispute resolution group arrive at a decision, such decision shall be final and binding on both Parties. In the event the dispute resolution group is unable to make a compromise and reach a final decision, the Parties agree that all disputes shall be resolved by filing suit in the courts in Onondaga County, New York.

VIII. Notice

Any notice or communication required or permitted under this MOU shall be deemed sufficiently given if delivered in person or by certified mail, return receipt requested, to the address below or to such other address as a Party may have furnished to the other in writing:

a. CIF:

1629 K Street NW
Suite 300
Washington, D.C. 20006

b. Host Office:

233 East Washington St.
Syracuse, NY 13202

IX. Governing Law

This MOU shall be construed in accordance with the laws of the State of New York.

X. Assignment

Neither Party may assign or transfer the responsibilities or agreement made herein without the prior consent of the non-assigning party, which approval shall not be unreasonably withheld.

XI. Amendment

This MOU may be amended or supplemented in writing, if the writing is signed by the Party obligated under this MOU.

XII. Severability

If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it

would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIII. Prior Memorandum Superseded

This MOU constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

XIV. Understanding

- a. Each Party will work together in a coordinated fashion for the fulfillment of the contemplated partnership.
- b. In no way does this MOU restrict involved Parties from participating in similar agreements with other public or private agencies, organizations and individuals.
- c. To the extent possible, each Party will participate in the development of the Project.
- d. Except as otherwise provided herein, nothing in this MOU shall obligate either Party to the transfer of funds.
- e. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
- f. Any Party may terminate its participation in this MOU by providing 30 day written notice to the other Party, but when the Fellow has commenced employment with the Host Office .

AGREED TO AND ACCEPTED BY THE PARTIES:

Date: _____

CODING IT FORWARD

CITY OF SYRACUSE

By: _____

By: _____

Rachel Dodell
Executive Director

Ben Walsh
Mayor of Syracuse

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING WITH
THE HARVARD KENNEDY SCHOOL
GOVERNMENT PERFORMANCE LAB AT
HARVARD UNIVERSITY (“GOVERNMENT
PERFORMANCE LAB” OR “GPL”) RELATIVE
TO PROVIDING THE CITY OF SYRACUSE
WITH TECHNICAL ASSISTANCE IN
DEVELOPING AND EXECUTING INNOVATIVE
INITIATIVES RELATIVE TO THE CITY’S
PROCUREMENT PROCESS**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a Memorandum of Understanding (“MOU”) with the Harvard Kennedy School Government Performance Lab at Harvard University (“Government Performance Lab” or “GPL”) relative to providing the City of Syracuse with technical assistance in developing and executing innovative initiatives relative to the city’s procurement process that complies with the laws of the City of Syracuse and New York State; and

BE IT FURTHER ORDAINED, that the term of this Memorandum of Understanding shall be for a period of one (1) year effective as of the date of execution of the agreement; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the services provided pursuant to the Memorandum of Understanding authorized herein; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

May 5, 2022

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

Ms. Patricia K. McBride
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Waiver of the RFP process to enter an Agreement – Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a “GPL”)

Dear Ms. McBride:

On behalf of the Office of Accountability, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting requesting a waiver of the RFP process and to enter into an agreement with Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a “GPL”). The contract period shall be for 12 months commencing on execution of a contract approved by the Corporation Counsel.

Initial Services, as set forth in the attached MOU, shall be at no cost to the City.

GPL will provide services to the City to develop and execute innovative initiatives relative to the City’s procurement processes.

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

Sincerely,

Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: May 5, 2022
SUBJECT: Waiver of RFP Process & Agreement – Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a “GPL”)


On behalf of the Office of Accountability, Performance, & Innovation, I am requesting a waiver of the RFP process to enter into an agreement with **Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a “GPL”)**. The contract period shall be for 12 months commencing on execution of a contract approved by the Corporation Counsel.

Initial Services, as set forth in the attached MOU, shall be at no cost to the City.

GPL will provide services to the City to develop and execute innovative initiatives relative to the City’s procurement processes.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net



OFFICE OF ACCOUNTABILITY, PERFORMANCE, & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

Nicolas Diaz
Chief Innovation and
Data Officer

May 3, 2022

Mr. Timothy Rudd
Director of Management and Budget
Division of Purchase
213 City Hall
Syracuse, New York 13202

Re: Waiver of the RFP process to Contract with Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a "GPL")

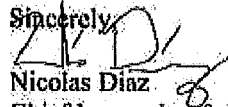
Dear Mr. Rudd:

Please request Mayoral and Council approval to waive the RFP process and authorize the City to enter into a contract with Harvard Kennedy School Government Performance Lab at Harvard University (d/b/a. "GPL"). The contract period shall be for 12 months commencing on execution of a contract approved by the Corporation Counsel.

Initial Services, as set forth in the attached MOU, shall be at no cost to the City.

GPL will provide services to the City to develop and execute innovative initiatives relative to the City's procurement processes.

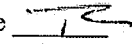
Thank you for your assistance in this matter.

Sincerely,

Nicolas Diaz
Chief Innovation & Data Officer
Office of Accountability

Office of Accountability,
Performance &
Innovation
233 E Washington St
City Hall, Room 219
Syracuse, N.Y. 13202

www.syr.gov.net

Disapprove _____
Date _____

Approve 
Date 5-12-22

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of May 1, 2022 (the “Effective Date”) by and between President and Fellows of Harvard College acting through the Taubman Center for State and Local Government at the Harvard Kennedy School (“Harvard”) and the City of Syracuse, NY.

The purposes of this MOU are (A) to state terms regarding the engagement and role of one or more Government Innovation Fellows (each a “Fellow”) and any other Harvard Kennedy School Government Performance Lab (“GPL”) researchers, students, scholars and staff who will assist the City in the development and implementation of Innovation Initiatives as described below; and (B) to set out other arrangements between the City and Harvard relating to the assistance the GPL Team, as described below, will be providing to the City with regards to the City's Innovation Initiatives.

The “GPL Team” means, collectively, persons from or affiliated with Harvard who participate in the activities under this MOU, including the Fellow(s), GPL managers, GPL Director, other researchers, students, scholars and staff affiliated with the GPL, and other Harvard researchers participating in the activities under this MOU.

“Innovation Initiatives” may include improvements to procurement and contracting processes, use of data to inform service delivery and referral systems, piloting of new services or service-delivery models, establishing active contract management systems between governments and service providers, pay for success and performance-based contracts, optimizing resource allocation, and other initiatives designed to improve government performance and make government programs more effective.

The parties agree as follows:

1. Responsibilities of Fellow(s). The Fellow(s) will work with a City team in connection with City’s analysis of and process for implementation of Innovation Initiatives. The Fellows’ responsibilities may include general support for the City team in designing and implementing Innovation Initiatives, including supporting data collection and analysis; aiding preparation of briefing papers, reports, and procurement documents; and assisting in engagement of internal and external stakeholders as appropriate. The Fellow(s) and the other members of the GPL Team will not provide, and are not engaged or authorized by

the City to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.

2. Supervision. Nico Diaz/ Chief Innovation and Data Officer at City as designated by the City] will give work assignments to the Fellow(s) and generally supervise the Fellows' work at City. The advisor will provide mentorship and guidance to help support the Fellows' tasks, objectives, and professional development. The GPL Director and other members of the GPL Team will review and assist the Fellow(s) with the Fellows' technical work. The advisor and a member of the GPL Team will confer regularly on the Fellows' assignments and work.
3. No Salary and Benefits; Office Facilities. The City shall have no responsibility for compensation or employment benefits for the Fellow(s), the GPL Director, or other members of the GPL Team with respect to any work done pursuant to this MOU. City will provide the Fellow(s) with suitable office resources, including a desk, a computer, an email account, and appropriate access to City networks, servers, and printers. City will also provide access to general productivity software such as word and data processing and email programs.
4. Status of Fellow(s). The Fellow(s) will not be treated as an employee of the City, but shall be subject to all applicable City ethics and public records laws and guidelines. The Fellow(s) may be required to complete City training or other requirements applicable to the status of the Fellow(s).
5. Other Support. City agrees that, if the GPL Team contributes materially to an City contract with a third party, or if the GPL Team, at the request of the City, communicates on the City's behalf with a third party about a contract with such third party, the City will include in that contract with the third party language to limit Harvard's liability in connection with Harvard's contributions or the communications with the third party, as applicable, to the same extent as Harvard's liability is limited in the Limitation of Liability Section of this MOU. The GPL Team may also, at its discretion and as a condition of providing assistance relating to said contract or said third party, require the third party to agree to such limitation of liability in a separate contract with Harvard.
6. Confidential Information.

- a. In order to engage in activities under this MOU, the GPL Team will need to participate in internal discussions among City employees and view internal City documents and written communications exempt from disclosure under the New York State Freedom of Information Act (Public Officers Law §87-§89) pertaining to the Innovation Initiatives and the GPL Team's activities. For purposes of this MOU, "Confidential Information" shall mean any information from discussions, internal documents, and written communications disclosed by the City, whether orally or in writing, to the GPL Team that either has been marked by the City as "Confidential or that the GPL Team knows or should reasonably know that the City considers to be confidential, under the circumstances. "
 - b. Non-Disclosure of Confidential Information. Except as provided in the paragraph immediately below, the GPL Team shall (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or communicate the Confidential Information to anyone other than City employees except as authorized by City, or use the Confidential Information for any purpose other than in connection with this MOU. The GPL Team will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or publication of the Confidential Information as the GPL Team uses to protect Harvard's confidential information of a like nature.
 - c. Other Disclosure Provisions. The limitations on disclosure set forth above do not apply with respect to the Confidential Information that (a) was in the GPL Team's possession before the Effective Date; (b) is or becomes a matter of public knowledge or publicly available other than through breach of this Confidential Information Section by the GPL Team; or (c) is disclosed by the GPL Team with the prior written approval of a duly authorized representative of the City. In addition, the GPL Team may disclose Confidential Information if such disclosure is required by any law, rule, regulation or judicial or administrative process, provided that, if permitted by applicable law or regulation, the GPL Team shall notify City prior to any such required disclosure.
7. Avoiding Conflicts of Interest. Members of the GPL Team will not, at any time during the term of the MOU, provide services to vendors or service providers in connection with transactions or proposed transactions with the City relating to the financing or implementation by the City of Innovation Initiatives that the GPL Team advised on or assisted in developing. Members of the GPL Team may at any time work with and advise

other states, counties, municipalities or government agencies that are undertaking similar Innovation Initiatives, including other jurisdictions that may be applying for the same federal grants that the City may be applying for. Members of the GPL Team may also advise the U.S. federal government and governments in other countries on strategies to advance similar Innovation Initiatives.

8. No Authority. The GPL Director, the Fellow(s) and other members of the GPL Team will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name.

9. Limitation of Liability. The City acknowledges that performance of the work described in this MOU will involve the expression of professional ideas, judgments and opinions by the GPL Team, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the GPL Team or Harvard that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the City may claim reliance. The City further acknowledges that the Innovation Initiatives are relatively new, little-used and little-studied tools. Accordingly, the City understands and agrees that the GPL Team and Harvard do not and will not make any warranties or representations of any kind, express or implied, concerning the accuracy of ideas, judgments, opinions, recommendations, projections, analyses or estimates which any member of the GPL Team provides to the City under this MOU (collectively, "Contributions"). The City further agrees that (i) any decision the City may make to rely on any Contributions shall be at its own risk; and (ii) neither Harvard nor any member of the GPL Team shall be liable to the City for, and the City shall not make any claim against Harvard or any member of the GPL Team relating to, any claims, liabilities, losses, damages, costs or expenses of any kind (including attorneys' fees) which the City may at any time sustain or incur in connection with or arising out of any Contributions or the City's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any member of the GPL Team. Without limiting the foregoing, in no event shall Harvard or any member of the GPL Team be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

10. Intellectual Property and Publication Rights

a. Work Product and Harvard Created Materials.

- i. The term Work Product as used herein comprises works subject to copyright, including materials, notes, designs, technical data, methodologies and know-how, research findings, reports, documentation, and other similar work product in any media or formats.
- ii. The City shall retain sole ownership of all rights, title, and interest, including all copyrights and other intellectual property rights, in and to Work Product developed or acquired by the City or on the City's behalf either prior to this MOU or under this MOU without the participation of the GPL Team.
- iii. Harvard shall be the sole owner of all rights, title, and interest, including all copyrights and other intellectual property rights, in and to the Work Product conceived, created or provided by Harvard or the GPL Team under this MOU ("Harvard Created Materials"), whether alone or with any contribution from the City or its personnel. To the extent the City or its personnel may acquire any right or interest in such Work Product by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to Harvard.
- iv. In connection with the City's pursuit of its public purpose, Harvard hereby grants to the City a fully-paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual, license to use, reproduce, distribute, modify, and transmit the Harvard Created Materials in any media now known or hereafter developed.
- v. The City understands and accepts that Harvard intends to share Harvard Created Materials and related analytic concepts and tools with other jurisdictions in connection with their Innovation Initiatives.

- b. Publication Rights. In addition to providing assistance and support to the City, a main purpose of this MOU for Harvard is as an opportunity to research, study, learn more about and make publicly known the design and implementation of Innovation Initiatives. Accordingly, Harvard and any member of the GPL Team

shall have the right to use, publish, and present publicly any findings, analyses, data and opinions based on or derived from Harvard Created Materials, from Contributions or from other work performed under this MOU; provided that no Confidential Information shall be disclosed in such publications or presentations. The GPL Team shall provide City with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation solely for the purpose of identifying any Confidential Information that is contained therein and should be removed; City shall perform such review within 30 days of receipt. Publications and presentations of general conclusions and analyses drawn from work with multiple jurisdictions and publications and presentations that summarize publicly available information about the City's initiatives do not have to be submitted for review.

11. Term and Termination.

- a. The term of this MOU is twelve months commencing on the Effective Date. Unless either party submits a notice of non-renewal at least 30 days prior to the end of the twelve months, this MOU shall be automatically renewed for one (1) additional twelve months period and expire on the second anniversary of the Effective Date. Further extensions of the term will require written agreement of the Parties.
- b. Either Party may terminate this MOU upon 30 days' written notice to the other Party.
- c. The provisions of this MOU concerning confidential information, limitation of liability, intellectual property and publication rights, and publicity and use of names shall survive expiration or termination of this MOU.

12. Publicity and Use of Names. Neither party may issue a press release or other public announcement about this MOU, nor may it use any name, trademark or insignia of the other party (or of any school, department or unit of the other party) for promotional purposes or any other public purposes in connection with this MOU, without the prior written approval of the other party. Without limiting the foregoing, neither party shall in any manner suggest that its programs, findings or publications have been endorsed by the other party. However, each party may identify the other in any description of the MOU in its customary listings of activities; Harvard and the GPL Team may identify the City and

the City in publications about the Innovation Initiatives as described in Section 10(b); and the GPL may state on its website that it is assisting the City.

13. Other Provisions.

- a. Governing Law. This MOU shall be governed by and interpreted in accordance with the laws of the State of New York (excluding conflict of laws rules).
- b. Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU unless the invalid provision materially affects the rights of the parties.
- c. Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to a party's address given from time to time by such notice, and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.
- d. Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond the party's reasonable control.
- e. Entire Agreement; Amendment. This MOU constitutes the entire agreement between the parties with respect to the Innovation Initiatives which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such matters. This MOU may not be amended or modified except with the written consent of both parties.

Executed as of the Effective Date.

For the City of Syracuse, NY

For President and Fellows of Harvard College, acting through the Taubman Center for State and Local Government at the Harvard Kennedy School

By: _____

By: _____

Name: _____

Name: Matthew Alper

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000) TO DEFRAY THE COST AND EXPENSE OF A SETTLEMENT IN THE LITIGATION ACTION OF COOPER CROUSE HINDS, ET AL. V. THE CITY OF SYRACUSE, ET AL., FEDERAL CIVIL ACTION NO. 5:15-CV-1201 (MAD/ATB)

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of judgment with interest awarded to Alonzo Grant in the litigation action of Alonzo Grant and Stephanie Grant v. the City of Syracuse, et al., Federal Civil Action No. 5:15-cv-0045 (DNH/TWD) relative to an alleged violation of his Fourth Amendment rights on June 28, 2014, at an estimated maximum cost not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Eight Hundred Fifty Thousand Dollars (\$850,000), is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum Eight Hundred Fifty Thousand Dollars (\$850,000), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to

be issued falls within subdivision 33(a)(1) of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the

signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the

City's General Fund. It is intended that the City shall then reimburse expenditures from the General Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding

contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2022

**ORDINANCE COMPROMISING CLAIM
AGAINST THE CITY OF SYRACUSE**

BE IT ORDAINED, subject to the approval of the Mayor, and pursuant to Section 5-1103(1) of the Charter of the City of Syracuse, as amended, this Common Council hereby approves the compromise and settlement of the following claim:

Cooper Crouse-Hinds, et al v. City of Syracuse, et al;
Federal Civil Action Number 5:16-CV-1201 (MAD/ATB)
United States District Court for the Northern District of New York
Settlement Amount - \$850,000.00

BE IT FURTHER ORDAINED, that the Corporation Counsel be and hereby is authorized to execute any and all documents necessary to settle the aforementioned claim; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance shall make payment of the settlement amount to Cooper Industries, LLC; and

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the proceeds of the sale of bonds in the amount of \$850,000.00 authorized contemporaneously herewith by ordinance of this Common Council or to the Judgments and Claims – Department of Public Works Budget Account No. 599305.01.93000.



DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

May 3, 2022

Patricia McBride, City Clerk
231 City Hall
Syracuse, New York 13202

Susan R. Katzoff
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. Long
Senior Assistant
Corporation Counsel

- Catherine E. Camrike
- Meghan E. Ryan
- Amanda R. Harrington
- John C. Black Jr.
- Ramona L. Rabeler
- Sarah M. Knickerbocker
- Danielle B. Pires
- Finney Raju
- Patrick J. Parkinson
- Danielle R. Smith
- Jody A. Mooney
- Shannon L. Bausinger

Re: Cooper Crouse-Hinds, et al. v. City of Syracuse, et al.
Federal Civil Action in the U.S. District Court, Northern District of New York
Index No.: 5:16-CV-1201 (MAD/ATB)

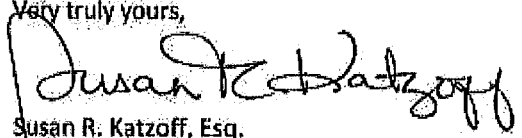
Dear Ms. McBride,

For the May 23, 2022 meeting, please place on the Common Council agenda a proposed settlement in connection with the above referenced Federal CERCLA¹ civil action. This action involves allegations made by the plaintiffs² that as a result of the City's municipal landfilling activities in the 1960's and early 1970's, that the City contributed to and or arranged the introduction of hazardous waste at two landfills owned by the plaintiffs, adjacent to their Wolf Street manufacturing facility³ ("Site"). The Site, which was also the location where plaintiffs deposited their own industrial waste for decades, was remediated entirely by the plaintiffs pursuant to an order of the NYS Department of Environmental Conservation ("DEC"). The remediation costs, claimed as damages in the case, were close to \$13 million. While the City of Syracuse vigorously defended the allegations against it in the civil action, we believe this settlement is in the best financial interest of the City of Syracuse.

The proposed settlement amount is eight hundred fifty thousand dollars (\$850,000.00). The payment will be charged to the Department of Public Works Judgment and Claims Account, No. # 599305.01.93000.

It is my understanding that the City will bond for this payment, so I request legislation necessary to authorize the settlement and to bond for \$850,000.00 in furtherance thereof.

Being that this matter involves matters subject to privilege, the Office of the Corporation Counsel requests that any details regarding this matter be discussed with the Common Council in executive session. Thank you for your assistance.

Very truly yours,

Susan R. Katzoff, Esq.
Corporation Counsel
SRK/tml

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email law@syrgov.net

www.syrgov.net

1 "Comprehensive Environmental Response, Compensation, and Liability Act."
2 Cooper Crouse-Hinds, LLC and Cooper Industries, LLC, both subsidiaries of Eaton Corporation.
3 1201 Wolf St, Syracuse, NY 13208.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/03/2022	Department:	Law
Project Name:	Settlement in the matter of <i>Cooper Crouse-Hinds, et al. v. City of Syracuse, et al.</i> (5:16-CV-1201 (MAD/ATB)), a federal civil lawsuit in the U.S. District Court for the Northern District of New York.		
Project Cost:	\$850,000.00		
Contact Name:	Susan R. Katzoff, Esq., Corporation Counsel		
Project Description:	Settlement of federal civil litigation in an environmental remediation matter.		

Projected Time Line & Funding Source(s)

Estimated Start Date:	N/A	Estimated Completion Date:	N/A
			Upon payment

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	\$850,000.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	

Total Project Funding(must equal cost): **\$ 850,000.00**

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2021-2022	\$850,000.00
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$850,000.00

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration: *[Signature]* Date:

Director of Management & Budget: *[Signature]* Date: 5-10-22

Commissioner of Finance: *[Signature]* Date: 5/10/22

Ordinance No.

2022

**ORDINANCE APPROVING SETTLEMENT OF A
TAX CERTIORARI PROCEEDING AGAINST
THE CITY OF SYRACUSE.**

WHEREAS, the Commissioner of Assessment and Corporation Counsel have negotiated settlement with the attorney for the Petitioner in a tax certiorari proceeding against the City of Syracuse; and

WHEREAS, the Corporation Counsel, in the best interest of the City, recommends settlement of this proceeding; and

WHEREAS, the Mayor has approved this settlement pursuant to Section 5-1103 of the Charter of the City of Syracuse, as amended; NOW, THEREFORE,

BE IT ORDAINED, pursuant to Section 5-1103 of the Charter of the City of Syracuse, as amended, this Common Council hereby approves the settlement of the following tax certiorari proceedings upon the following terms:

250 South Clinton LLC vs. The City of Syracuse, et al.

Index Nos. 004062/2021

Property: 507 Plum Street and 200-04 Maltbie & Evans Street

Tax Years: 2021/22

Under the terms of the proposed settlement, the assessment for Tax Year 2021/2022 will be reduced from \$5,374,100 to \$3,725,000. The petitioner has agreed to waive any refund as a result of the reduction in the Assessment. The tax roll for 2021 will be amended to reflect the new assessment and new bills will be reissued for the County Taxes for the Third and Fourth Quarters that reflect the new reduced Assessment. The assessment will be reduced for Tax Year 2022/23 from \$5,374,100 to \$3,450,000, and the tax rolls for Tax Years 2023/24, 2024/25, and 2025/26 will be adjusted each year to stabilize the fair market value of the subject property at \$5,000,000 for

those Tax Years. The provisions of New York State Real Property Tax Law Section 727 shall apply to Tax Years 2023/24, 2024/25, 2025/26; and

BE IF IT FURTHER ORDIANED, that the Corporation Counsel be and hereby is authorized to execute stipulations and any other documents necessary to settle the above tax certiorari proceeding.



DEPARTMENT OF LAW
OFFICE OF THE CORPORATION COUNSEL
CITY OF SYRACUSE, MAYOR BEN WALSH

Susan R. Kaizoff
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Todd M. Long
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Sarah M. Knickerbocker
Danielle B. Pires
Finney Raju
Patrick R. Blood
Patrick J. Parkinson
Danielle R. Smith
Jody A. Mooney
Shannon L. Bausinger
Beth-El Thomas

Department of Law
Office of Corp. Counsel
233 E. Washington St.
City Hall, Room 300
Syracuse, N.Y. 13202

Office 315 448-8400
Fax 315 448-8381
Email
law@syrgov.net

www.syrgov.net

May 5, 2022

Hon. Patricia K. McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Ordinance Approving Settlement of Tax Certiorari Proceedings
250 South Clinton LLC vs. The City of Syracuse, et al.

Index No.: 004062/2021
507 Plum Street 118.-02-17.1
200-04 Maltbie Street & Evans Street 118.-02-19.0
Tax Year: 2021/22

Dear Ms. McBride:

Please place on the agenda for the next meeting of the Common Council an ordinance authorizing the Corporation Counsel to settle the above referenced tax certiorari proceeding for the tax year indicated with 250 South Clinton LLC, the Petitioner in the tax certiorari proceeding.

Based on the City's structural financial difficulties and the Council's longstanding concern over issuing refunds, the Department of Law and Department of Assessment reached a negotiated settlement that will not result in the City issuing any refunds as 250 South Clinton LLC has waived their refund.

Under the terms of the proposed settlement, the Assessment will be reduced from \$5,374,100 assessed value to \$3,725,000 assessed value for the 2021/2022 roll, and to \$3,450,000 assessed value for the 2022/2023 roll. The settlement will mandate the stabilization of the fair market value of the property at \$5,000,000 for 2023/24, 2024/25, and 2025/26. The provisions of RPTL §727 shall apply to tax years 2023/24, 2024/25, and 2025/26 modified as follows: the assessment for each year shall not exceed the assessment computed by applying the uniform percentage of

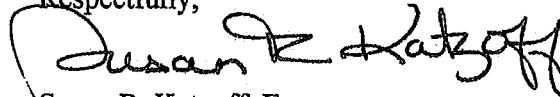
value available at the time the tentative assessment roll is filed each year to the stipulated fair market value of \$5,000,000.

The ordinance will authorize an amendment to the 2021 roll in order to reissue bills for the County quarters 3 and 4 to reflect the change of assessment.

The ordinance will also authorize the amendment of the 2022 roll to reflect the reduction in the assessment.

In my opinion, this settlement is in the best interest of the City and is supported by the Commissioner of Assessment.

Respectfully,

A handwritten signature in black ink that reads "Susan R. Katzoff". The signature is written in a cursive style with a large initial "S" and "K".

Susan R. Katzoff, Esq.
Corporation Counsel

Cc: Sharon Owens

Ordinance No.

2022

ORDINANCE AUTHORIZING THE MAYOR TO NOTIFY ONONDAGA COUNTY THAT THE CITY OF SYRACUSE WILL OPT OUT OF THE COUNTY GAS TAX CAP AUTHORIZED BY COUNTY RESOLUTION NO. 66 IN ACCORDANCE WITH COUNTY RESOLUTION NO. 67

WHEREAS, Onondaga County by Resolution No. 66-2022 has adopted a cents per gallon rate of sales and compensating use taxes on motor fuel or diesel motor fuel pursuant to the authority of Article 29 of the tax law of the State of New York which will limit such tax to three (3) dollars per gallon for either such fuel; and

WHEREAS, Onondaga County by Resolution No.67-2022 provides that the City of Syracuse can opt not to participate in such a cap of sales and compensating use tax in relation to the City's share of sales tax; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby authorizes the Mayor, on behalf of the City of Syracuse to opt out of the Onondaga County Gas Tax in accordance with the provisions of Onondaga County Resolution #67-2022; and

BE IT FURTHER ORDAINED, that the Mayor is authorized to transmit the City's intent to opt out to the Onondaga County Executive

BE IT FURTHER ORDAINED, that the City Clerk is hereby directed to send a certified copy of this Ordinance to the Clerk of the Onondaga County Legislature.



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

May 11, 2022

Bradley O'Connor CPA
Commissioner of Finance

Michael Cannizzaro, CPA
First Deputy Commissioner

Veronica H. Voss
Deputy Commissioner

Ms. Patricia K. McBride
City Clerk
Room 231 City Hall
Syracuse, New York 13202

Re: Request for Legislation – County Sales Tax Cap

Dear Ms. McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the Mayor, on behalf of the City of Syracuse, to opt out of the recently imposed Onondaga County gas tax cap. This action will, within defined circumstances, allow the City to be compensated for any negative financial impact that the County's gas tax cap may have on City of Syracuse sales tax revenue.

Under the opt-out provisions, City residents will still benefit from the County's cap but the City itself may be made whole on revenue loss.

Attached please find the relevant County resolutions, including the one authorizing the City to opt out.

Sincerely,

Bradley O'Connor
Commissioner of Finance

Department of Finance
233 E. Washington St
City Hall, Room 128
Syracuse, N.Y. 13202

Office 315 448 8279
Fax 315 448 8424

www.syr.gov

cc: Mayor Ben Walsh
Frank Caliva, Chief Administrative Officer
Joseph W. Barry III, 1st Assistant Corporation Counsel

April 15, 2022

WAIVER

Motion Made By Mr. May, Mr. Knapp

RESOLUTION NO. 66

RESOLUTION OF THE LEGISLATURE OF THE COUNTY OF ONONDAGA ELECTING A CENTS PER GALLON RATE OF SALES AND COMPENSATING USE TAXES ON MOTOR FUEL AND DIESEL MOTOR FUEL, IN LIEU OF THE PERCENTAGE RATE OF SUCH TAXES, PURSUANT TO THE AUTHORITY OF ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK

Be it enacted, by the Legislature of the County of Onondaga, as follows:

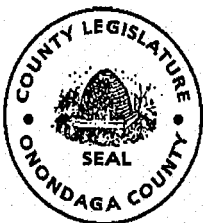
SECTION 1. Resolution No. 372 of 1967, is amended by adding a new section 4-B to read as follows:

Section 4-B. Cents per gallon rate of sales and compensating use taxes on motor fuel and diesel motor fuel.

Notwithstanding any provision of this enactment to the contrary, commencing June 1, 2022, in lieu of the percentage rate of sales and compensating use taxes imposed on receipts from the retail sale of and consideration given or contracted to be given for, or for the use of, motor fuel and diesel motor fuel, such taxes shall be imposed at a rate of cents per gallon of such motor fuel or diesel motor fuel, in the manner prescribed by subdivision (m) of section 1111 of the New York Tax Law, provided that, for purposes of calculating the cents per gallon rate of tax, such receipts or consideration shall be limited to three (3) dollars per gallon of either such fuel. Provided that, if the average price of such fuels changes as described in such subdivision (m) of section 1111 of the Tax Law, the Commissioner of Taxation and Finance shall adjust the cents per gallon tax rate on such fuels in the manner prescribed in such subdivision (m) of section 1111 of the Tax Law.

SECTION 2. This resolution shall take effect June 1, 2022 and shall expire or be deemed repealed as of November 30, 2022.

ADOPTED 4/15/22



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 15th day of April 2022.
Clerk, County Legislature

April 15, 2022

WAIVER

Motion Made By Mr. May

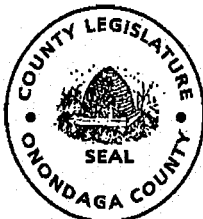
RESOLUTION NO. 67

RESOLUTION REGARDING THE IMPOSITION OF A CENTS PER GALLON RATE OF SALES
AND COMPENSATING USE TAXES ON MOTOR FUEL AND DIESEL MOTOR FUEL AND
ONONDAGA COUNTY EFFORTS PURSUANT TO THE ENACTMENT THEREOF

WHEREAS, the Onondaga County Legislature is proposing to enact a cents per gallon rate of sales and compensating use taxes on motor fuel or diesel motor fuel, in lieu of the percentage rate of such taxes, limited to three (3) dollars per gallon for either such fuel; now, therefore be it

RESOLVED, that in the event the City of Syracuse opts to not participate in such a cap of sales and compensating use tax at the rate of three (3) dollar per gallon in relation to the City's share of sales tax collected in Onondaga County, the County of Onondaga will make reasonable efforts to compensate the City of Syracuse for demonstrated losses in sales and compensating use tax revenue it would have otherwise received but for the County's imposition of the aforementioned cents per gallon rate of taxation on motor fuel and diesel motor fuel and the three (3) dollar per gallon limitation associated therewith. No compensation will be required pursuant hereto if the City's actual share of sales tax equals or exceeds the amount budgeted by Onondaga County in 2022.

ADOPTED 4/15/22



I hereby certify that the foregoing is a true and exact copy of the legislation duly adopted by the County Legislature of Onondaga County on the 15th day of April 2022.
Clerk, County Legislature

A handwritten signature in black ink, appearing to be "Jm", is written over the printed name of the Clerk.

Ordinance No.

2022

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
AFSCME LOCAL 1773, COUNCIL 66 FOR A FIVE
YEAR PERIOD FROM JANUARY 1, 2021
THROUGH DECEMBER 31, 2025**

BE IT ORDAINED, that the tentative agreement between the City of Syracuse and the AFSCME Local 1773, Council 66 effective January 1, 2021 through December 31, 2025, which is on file with the City Clerk and before this Common Council at the time of the adoption of this ordinance be and the same is hereby in all respects ratified, confirmed and approved; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized and directed to execute such agreement for and on behalf of the City of Syracuse in the manner provided by law; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other and further provisions as may be deemed by the Corporation Counsel to be in the best interest of the City and as shall be approved by her as to legality, form and manner of execution.

Ministerial Changes:

- All references to he/him/she/her in the successor CBA shall be referenced as they/them/their.
- To the extent applicable, all references in the successor CBA to "Association" shall be changed to Union, for continuity purposes.
- All references to "Crewleader" shall be changed to "Crew Leader".

1. ARTICLE 1 RECOGNITION AND APPLICATION OF CONTRACT

Section 1 Bargaining Unit

Amend to read:

The City recognizes the Union as the sole and exclusive bargaining agent for all regular, full-time employees who are classified as Crew Leader in the following departments and bureaus:

- Parks
- Police and Fire Garage
- Public Works
- Transportation
- Water

but excluding all supervisors, assistant supervisors and all persons above that classification and all other employees of the City.

2. ARTICLE 4 PROBATIONARY PERIOD

Section 1 During Probation

Amend to read:

New Crew Leaders (including those rehired after a break in seniority) will be hired on a probationary basis and will be on probation for the first one (1) year of service. New Crew Leaders who are promoted to the position of Crew Leader shall serve a six (6) month probationary period. During the probationary period for all new Crew Leaders, the terms and conditions of this contract shall apply except that such new Crew Leaders may at any time be terminated at the sole discretion of the City without recourse to the grievance and arbitration procedures of this contract.

3. ARTICLE 7 HOURS OF WORK

Section 5 Reporting Late

Amend to read:

Should a Crew Leader be late in reporting for work because of a breakdown of public transportation or extreme weather conditions, the lateness shall be excused for up to two (2) hours as long as the Crew Leader notifies their Supervisor or the Dispatch Center at least thirty (30) minutes prior to the Crew Leader's scheduled work shift start time.

TENTATIVE AGREEMENT

by and between

COUNCIL 66

and its affiliated

LOCAL UNION 1773

of the American Federation of State, County

and Municipal Employees, AFL-CIO

and the

CITY OF SYRACUSE

January 1, 2021 - December 31, 2025

4. ARTICLE 9 WAGES

Section 2 Longevity Service Pay

Amend 2.1 to read:

Effective October 22, 2021 all employees covered by this Agreement shall where meeting the applicable continuous service requirement continue to receive the following amounts in addition to their regular hourly rate of pay.

10 years or more of continuous service with the City – \$1.00 per hour

15 years or more of continuous service with the City – \$1.25 per hour

20 years or more of continuous service with the City – \$1.50 per hour

25 years or more of continuous service with the City – \$1.75 per hour

5. ARTICLE 9 WAGES

Section 5 Special Pay

Delete:

“or any operation performed on the runways at the airport.”

6. ARTICLE 13 PAID LEAVES

Section 2 Personal Leave

Amend to read:

Effective January 1, 2023 Crew Leaders covered by this Agreement shall be permitted four (4) personal leave days each year, non-cumulative. Arrangements for the use of such time off shall be made by the Crew Leader in writing at least twenty-four (24) hours in advance, except in case of emergency (i.e. substantial and compelling reason which was not reasonably foreseeable). Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefit.

7. ARTICLE 16 LEAVES OF ABSENCE

Section 3 Maximum Length

Amend to read:

No leave of absence, except for military service, shall exceed six (6) months in length. Leaves of absence shall not be given for the purpose of engaging in outside employment.

8. ARTICLE 17 HOLIDAYS

Section 1.1 Designated Holidays

Effective January 1, 2022 the following days shall be recognized as paid holidays under this contract:

- | | |
|---------------------------------|--------------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King's Birthday | • Columbus Day |
| • Washington's Birthday | • Veteran's Day |
| • Memorial Day | • Thanksgiving Day |
| • Juneteenth | • Day after Thanksgiving |
| • Independence Day | • Christmas Day |

9. ARTICLE 17 HOLIDAYS

Section 1.2 Designated Holidays

Effective January 1, 2023 delete

10. ARTICLE 17 HOLIDAYS

Section 4 Special Observances

Effective January 1, 2023 delete

11. ARTICLE 18 VACATIONS

Section 2 Vacation Entitlement

Effective January 1, 2022 amend schedule to read:

6 months	1 week
1 year or more	2 weeks
5 years or more	3 weeks
15 years or more	4 weeks
20 years or more	5 weeks
25 years or more	5 weeks and 2 days

12. ARTICLE 18 VACATIONS

Section 6 Vacation Entitlement Not Used

Amend to read:

Any Crew Leader except a probationary Crew Leader who is laid off, discharged, retired or separated from the service of the City for any reason shall be compensated in cash for the unused vacation accumulated prior to April 1, the vacation credited on April 1 and a pro-rata for the vacation accumulated between April 1 and the date of their separations, not to exceed fifty (50) days. In the case of death of such a Crew Leader, such payment shall be made to their estate.

13. ARTICLE 18 VACATIONS

Section 8 Pay in Advance by Separate Check

Delete

14. ARTICLE 19 HOSPITALIZATION, MEDICAL & DENTAL PLANS

Section 1 City Obligation

Add:

Effective January 1, 2022 increase the employee contribution rate from \$73.00 per month to \$83.00 per month for individual coverage and from \$142.20 per month to \$157.20 per month for family coverage.

15. ARTICLE 21 PROTECTIVE CLOTHING

Section 2

Amend to read:

Effective calendar year 2022 each active member of this Collective Bargaining Unit will receive an annual stipend of \$500.00 in lieu of receiving work clothing and safety shoes. The annual stipend will be issued in a separate check in September. Commencing in 2023, the City shall advise no later than January 1st the specific date of issuance.

16. ARTICLE 23 BULLETIN BOARDS

Section 2 Use

Amend to read:

Such bulletin board space will not be used for posting any derogatory, controversial, non-Union political or propaganda matter, and failure to abide by this restriction shall constitute proper grounds for the City to withdraw the privilege of this Article.

17. APPENDIX A WAGES SCHEDULE

Effective January 1, 2021 increase all classifications by 3%

Effective January 1, 2022 increase all classifications by 3%

Effective January 1, 2023 increase all classifications by 3%

Effective January 1, 2024 increase all classifications by 3%

Effective January 1, 2025 increase all classifications by 3%

18. APPENDIX A WAGES SCHEDULE

Add:

Each member of this Collective Bargaining Unit who is actively employed with the City on the date of mutual ratification and who was employed with the City between March 2020 and the date of mutual ratification, shall receive in a separate check a one-time Essential Employee bonus of two thousand five hundred dollars (\$2,500.00). Said Essential Employee bonus shall be payable after mutual ratification.

19. APPENDIX C SICK LEAVE CONSERVATION RETIREMENT PLAN

Amend 3 to read:

The entitlement payment shall be computed by multiplying the employee's accumulated and unused sick leave preceding the effective date of retirement by the rate of thirty dollars (\$30.00) per full day, which amount shall not exceed a maximum of two thousand two hundred and fifty dollars (\$2,250.00).

18 23



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

April 25, 2022

Richard Alsever
Director

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

Margaret Chajka
Asst. Director

RE: Ordinance and Local Law Request for a Labor Agreement with the AFSCME Local 1773, Council 66

Dear Ms. McBride:

Please have legislation prepared for the next meeting of the Common Council to authorize a labor agreement between the City of Syracuse and AFSCME Local 1773. This five year labor agreement runs from January 1, 2021 through December 31, 2025 and provides the general wage increases listed below. The City and Local 1773 have signed a tentative agreement, which is attached.

Wages

Effective 1/1/21	3% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%

Additionally, please be advised a separate local law to amend the City Budget for July 2020-June 2021 is needed to accommodate the proposed wage increases.

Office of Personnel & Labor Relations
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syrgov.net

Sincerely,

Richard Alsever
Director

CC: Tim Rudd, Director, Office of Budget and Management

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19 28

Ordinance No.

2022

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
CENTRAL AND NORTHERN NY BUILDING
TRADES COUNCIL FOR A FOUR YEAR
PERIOD FROM JANUARY 1, 2021 THROUGH
DECEMBER 31, 2024**

BE IT ORDAINED, that the tentative agreement between the City of Syracuse and the Central and Northern NY Building Trades Council, effective January 1, 2021 through December 31, 2024, which is on file with the City Clerk and before this Common Council at the time of the adoption of this ordinance be and the same is hereby in all respects ratified, confirmed and approved; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized and directed to execute such agreement for and on behalf of the City of Syracuse in the manner provided by law; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other and further provisions as may be deemed by the Corporation Counsel to be in the best interest of the City and as shall be approved by her as to legality, form and manner of execution.

TENTATIVE AGREEMENT

Made this 25th day of March, 2022 by and between the City of Syracuse (the "City") and the Central and Northern NY Building Trades Council ("the Union").

IT IS HEREBY AGREED:

1. The Contract's duration is four years from January 1, 2021 to December 31, 2024.
 2. Wages:

4% effective January 1, 2021, retroactive.

3.5%, effective January 1, 2022, retroactive.

3.5% effective January 1, 2023

3.5% effective January 1, 2024.
 3. Article VII, Health Insurance Contributions: Effective December 31, 2024, healthcare contributions for single will be \$150 per month and Family coverage will be \$290 per month.
 4. Additional compensation will be provided to the following trades effective January 1, 2021:

IBEW \$1.50/hour

UA \$.75/hour

BAC \$.75/hour
- This additional compensation will be added to base salary prior to the 4% wage increase calculation which is also effective January 1, 2021.
5. Members must provide a doctor's note after 5 consecutive days.

6. Article V: Clothing and boot allowance will be combined for \$500 annually effective 1/1/22.

7. Outside street lighting work will continue to be negotiated.

8. Longevity: After ten (10) years members will be provided \$250 each year effective 1/1/22.

9. Crew leader will be paid 12% over top Journeyperson rate with new language eliminating "whenever three or more employees" and replaced with "any member designated."

10. The City will provide retroactive compensation to all employees that were all on the payroll. All retroactive payments will be made within ninety (90) days from mutual ratification.

11. Juneteenth replaces Lincoln.

12. Remove special observances but add fourth personal leave day.

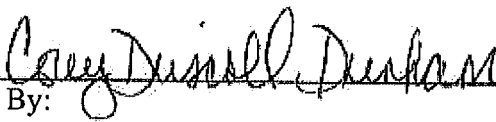
13. Compensatory time max 60 hours (OnGov CBA Language)

14. All other terms and conditions of the 2018-2020 Collective Bargaining Agreement are continued forward without change unless expressly modified herein.

This Tentative Agreement is subject to ratification by the Union's membership and approval by the Common Council.

CITY OF SYRACUSE

CENTRAL AND NORTHERN NY BUILDING
TRADES COUNCIL AND SIGNATORY LOCAL
UNIONS



By:
Chief Operating Officer

Date: 3/25/22



By:
President

Date: 3/25/22

1925



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

April 25, 2022

Richard Alsever
Director

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

Margaret Chajka
Asst. Director

RE: Ordinance and Local Law Request for a Labor Agreement with the Central and Northern NY Building Trades Council

Dear Ms. McBride:

Please have legislation prepared for the next meeting of the Common Council to authorize a labor agreement between the City of Syracuse and the Central and Northern NY Building Trades Council. This four year labor agreement runs from January 1, 2021 through December 31, 2024 and provides the general wage increases listed below. The City and the Trades Council have signed a tentative agreement, which is attached.

Wages

Effective 1/1/21	4% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3.5%
Effective 1/1/23	3.5%
Effective 1/1/24	3.5%

Additionally, please be advised a separate local law to amend the City Budget for July 2020-June 2021 is needed to accommodate the proposed wage increases.

Sincerely,

Richard Alsever
Director

Office of Personnel & Labor Relations
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

CC: Tim Rudd, Director, Office of Budget and Management

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

35

Local Law No.
City of Syracuse

2022

**A LOCAL LAW OF THE CITY OF SYRACUSE
TO AMEND THE ANNUAL BUDGET OF THE
CITY OF SYRACUSE FOR THE FISCAL YEAR
2020/2021 TO REFLECT THE SALARY
INCREASES IN A CONTRACT NEGOTIATED
BETWEEN THE CITY OF SYRACUSE AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME),
LOCAL 3952, COUNCIL 66**

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

Section 1. Pursuant to Ordinance No. _____ approving the negotiated contract between the American Federation Of State, County and Municipal Employees (AFSCME) Local 3952, Council 66 and the City of Syracuse, effective January 1, 2021 through December 31, 2025, which includes wage increases for employees covered by said contract and which increases are retroactively effective as of January 1, 2021, as set forth in the labor contract on file with the City Clerk, and subject to the approval of the Mayor who shall have the power and authority to change and increase the salary, compensation and benefits of those employees covered by the aforementioned contract, said salary, compensation and benefits shall be paid from the Treasury of the City of Syracuse in the fiscal year 2020/2021 notwithstanding the fact that any such salary, compensation and benefits shall previously have been fixed or provided for in the budgets of said City for such fiscal year 2020/2021, provided, however, that any such increases shall be within the total amount contained in the budgets for such fiscal year and within such additional amounts as may be legally available therefor. The change herein authorized shall be effective as of January 1, 2021.

Section 2. The annual budget of the City of Syracuse for the year 2020/2021 be and the same are hereby amended to reflect the increases and changes for employees covered by the aforementioned contract.

Section 3. Article 2-C, Section 25 of the General City Law, insofar as it restricts or is inconsistent with the provisions of Section 1 through 2 of this Local Law is hereby superseded.

Section 4. This local law shall take effect immediately.

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

May 11, 2022

Julie Castellitto
Assistant Director

Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

RE: Request for Legislation

Dear Ms. McBride,

On behalf of the Office of Personnel & Labor Relations, please prepare legislation to be introduced at the next Common Council meeting. Please prepare the following legislation: A local law to amend the City Budget for July 2020 – June 2021 to reflect wage increases that were awarded to the AFSCME Local 3952, Council 66.

Thank you for your assistance in this matter.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

22

Ordinance No.

2022

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME)
LOCAL 3952, COUNCIL 66 FOR A FIVE YEAR
PERIOD FROM JANUARY 1, 2021 THROUGH
DECEMBER 31, 2025**

BE IT ORDAINED, that the tentative agreement between the City of Syracuse and the American Federation of State, County and Municipal Employees (AFSCME), Local 3942, Council 66 effective January 1, 2021 through December 31, 2025, which is on file with the City Clerk and before this Common Council at the time of the adoption of this ordinance be and the same is hereby in all respects ratified, confirmed and approved; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized and directed to execute such agreement for and on behalf of the City of Syracuse in the manner provided by law; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other and further provisions as may be deemed by the Corporation Counsel to be in the best interest of the City and as shall be approved by her as to legality, form and manner of execution.



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

21

May 11, 2022

Richard Alsever
Director

Margaret E. Chajka
Assistant Director

Patricia McBride
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Ordinance and Local Law Request for a Labor Agreement with AFSCME Local 3952, Council 66

Dear Ms. McBride:

Please have legislation prepared for the next meeting of the Common Council to authorize a labor agreement between the City of Syracuse and AFSCME Local 3952, Council 66. This five year labor agreement runs from January 1, 2021 through December 31, 2025 and provides the general wage increases listed below. The City and AFSCME Local 3952, Council 66 have signed a tentative agreement, which is attached.

Wages

Effective 1/1/21	3% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%

Additionally, please be advised a separate local law to amend the City Budget for July 2020-June 2021 is needed to accommodate the proposed wage increases.

Sincerely,

Richard Alsever
Director

Office of Personnel & Labor Relations
233 E. Washington St
City Hall, Room 312
Syracuse, N.Y. 13202

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

CC: Tim Rudd, Director, Office of Budget and Management

23




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: May 11, 2022
SUBJECT: Labor Agreement with the AFSCME Local 3952, Council 66

On behalf of the Office of the Mayor, I am requesting the City to enter into a labor agreement between the City of Syracuse and AFSCME Local 3952, Council 66. This five year labor agreement runs from January 1, 2021 through December 31, 2025 and provides the general wage increases listed below. The City and AFSCME local 3952, Council 66 have signed a tentative agreement, which is attached.

Wages

Effective 1/1/21	3% (salary increase retroactive to January 1, 2021)
Effective 1/1/22	3%
Effective 1/1/23	3%
Effective 1/1/24	3%
Effective 1/1/25	3%


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

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net



Mayor Ben Walsh
City of Syracuse, New York

5/12/22
Date

TENTATIVE AGREEMENT

by and between

COUNCIL 66

and its affiliated

LOCAL UNION 3952

of the American Federation of State, County
and Municipal Employees, AFL-CIO

and the

CITY OF SYRACUSE

January 1, 2021 - December 31, 2025

Ministerial Changes:

- All references to he/him/she/her in the successor CBA shall be referenced as they/them/their.
- To the extent applicable, all references in the successor CBA to "Association" shall be changed to Union, for continuity purposes.

1. ARTICLE 5 SENIORITY

Section 4 Promotion Outside of Bargaining Unit

Amend to read:

Should an employee be promoted to a position outside of this bargaining unit, the bargaining unit seniority of said employee shall be retained for up to one year. If allowable under the Civil Service Rules and Regulations, should an employee be promoted to a position outside of this bargaining unit, the bargaining unit seniority of said employee shall be retained for up to four years. If within the four-year period, the employee desires to return to this bargaining unit, he/she may return to his/her old job within the unit. This right to return to the employee's old bargaining unit job shall not apply when the person involved was discharged or subject to discharge from his/her supervisory position outside the bargaining unit because of just cause provided such discharge was not overruled in any hearing procedure.

2. ARTICLE 9 WAGES

Section 2 Longevity Service Pay

Add:

For Payments Effective January 1, 2022

Years 10-14	\$1,100.00
Years 15-19	\$1,750.00
Years 20-24	\$2,400.00
Years 25-29	\$3,050.00
Years 30-34	\$3,700.00
Years 35-39	\$4,350.00
Years 40-44	\$5,000.00
Etc.	

3. ARTICLE 9 WAGES

Section 3.1 Extended Work Compensation / Compensatory Time

Amend as follows:

The City and the Union agree that a Department Head or his/her designee shall have the sole authority to compensate unit employees for extra hours worked. Hours worked in excess of eight (8) hours per day shall be recognized as extra hours of work for this provision only and shall be compensated at the unit employee's straight time hourly rate. A non-unit employee who agrees to out-of-title work is also eligible to be compensated pursuant to this provision. It is understood that this provision is not arbitrable.

4. ARTICLE 9 WAGES
Section 4.4 Rates for New Jobs
Delete

5. ARTICLE 9 WAGES
Section 4.4 Rates for New Jobs

New Provision to Read:

Effective January 1, 2021, an automatic step system program shall be implemented. This implementation shall be accomplished by completing the following:

1. Grade 13 shall be reclassified as Grade 14.
2. The automatic step system program shall be comprised of Grade 14, Grade 15, Grade 16 and Grade 17.
3. There shall be twelve (12) steps for each Grade.
4. Appendix A-1 sets forth the Step System Schedule prior to the negotiated general wage increases being applied.
5. Each employee shall be placed on a step by rounding up to the step closest to their current salary.

Upon completion of the implementation of the automatic step system program the following shall apply:

1. Upon an employee's anniversary date they shall automatically advance to the next higher step.
2. New employees shall be hired at Step 1 unless the City in its discretion hires an employee at a higher step. If the City hires an employee at a step higher than Step 1 it shall notify the Union in writing of the Step at which the new employee was hired.
3. The entire Step System Schedule shall henceforth be increased by the amount of negotiated general wage increases.
4. Appendix A-2 sets forth the Step System Schedule reflecting the negotiated general wage increases in 2021, 2022, 2023, 2024 and 2025.

Retroactive payments for wage increases and Step movement in 2021 and 2022 shall be paid in a separate check within ninety (90) days of mutual ratification.

6. ARTICLE 11 HOLIDAYS
Section 1.1 Designated Holidays
Effective January 1, 2022, add Juneteenth.

7. ARTICLE 11 HOLIDAYS
Section 1.2 Designated Holidays
Effective January 1, 2023 delete.

8. ARTICLE 11 HOLIDAYS
Section 3 Special Observances
Effective January 1, 2023 delete

9. ARTICLE 12 VACATIONS
Section 1.1 Vacation Schedule
Add:
Effective April 1, 2022:
10 years or more 3 weeks + 3 days

10. ARTICLE 12 VACATIONS
Section 4.3 Choice of Vacation Period
Amend as follows:
Effective April 1, 2022, 25 days to 30 days.

11. ARTICLE 12 VACATIONS
Section 5 Vacation Entitlement not used
Amend as follows:
Effective April 1, 2022, 40 days to 45 days.

12. ARTICLE 14 PAID LEAVES
Section 1 Family Sickness
Add:
Effective January 1, 2022 unused family sickness days shall be converted to sick leave at the end of each calendar year at a 2 for 1 ratio. Only whole days shall be converted and shall be in accordance with the following schedule:

6 to 3	3 to 1.5
5 to 2.5	2 to 1
4 to 2	1 to 0.5

13. ARTICLE 14 PAID LEAVES
Section 2 Family Death
Each employee in this bargaining unit shall be granted four (4) days off for each death in the employee's family defined as spouse, children, stepchildren, parents, stepparents, sisters, brothers, grandparents, grandchildren, father/mother-in-law. In the event of death of an employee's brother/sister-in-law, son/daughter-in-law employees shall be given two (2) days off. For an aunt or uncle, the employee shall be given the day of the funeral off with pay.

14. ARTICLE 14 PAID LEAVES

Section 3 Personal Leave

Add:

Effective January 1, 2023, employees covered by this Agreement shall be permitted four (4) personal leave days each year, non-cumulative.

15. ARTICLE 14 PAID LEAVES

Section 11 Parental Leave

Add new section to read:

The City shall provide all bargaining unit employees with 12 weeks paid leave, which can be utilized for a new birth, adoption or foster placement.

16. ARTICLE 15 SICK LEAVES

Section 2 Absence Due to Injury

Add:

It is understood that the City will cover the health insurance premiums for employees receiving Workers Compensation due to injuries sustained while in City service.

17. ARTICLE 16 HOSPITALIZATION, MEDICAL, DENTAL AND VISION PLANS

Section 1 Obligations

Add:

Effective January 1 2023, the employee contribution rate shall increase from \$97.00/month to \$107/month for individual coverage and from \$194/month to \$214/month for family coverage. Effective January 1, 2024, the employee contribution rate shall increase from \$107/month to \$117/month for individual coverage and from \$214/month to \$234/month for family coverage.

18. ARTICLE 20 GENERAL PROVISIONS

Section 5 Work and Protective Clothing

Add:

Effective January 1, 2022, all employees in the bargaining unit shall receive an annual clothing/safety shoes allowance of five hundred dollars (\$500.00) in a separate check issued in July.

19. APPENDIX A SALARY RANGES AND WAGE SCHEDULE

Effective January 1 2021 increase all classifications by 3%.

Effective January 1 2022 increase all classifications by 3%.

Effective January 1 2023 increase all classifications by 3%.

Effective January 1 2024 increase all classifications by 3%.

Effective January 1 2025 increase all classifications by 3%.

20. APPENDIX A SALARY RANGES AND WAGE SCHEDULE

Add:

Each member of this Collective Bargaining Unit who is actively employed with the City on the date of mutual ratification and who was employed with the City as of March 17, 2020, shall receive in a separate check a one-time Essential Employee bonus of two thousand five hundred dollars (\$2,500.00). Said Essential Employee bonus shall be payable within 45 days of mutual ratification.

DRAFT

CITY OF SYRACUSE

**COUNCIL 66 AND ITS AFFILIATED
LOCAL UNION 3952 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

By: _____
Corey Driscoll Dunham
Chief Operating Officer, City of Syracuse

By: _____
Tom Ely
Local 3952 President

Dated: _____

Dated: _____

By: _____
Kerry M. Lightcap, Esq.
Council Attorney

Dated: _____

DRAFT

APPENDIX A-1

Grade

Steps

	1	2	3	4	5	6	7	8	9	10	11	12
14 (former 13)	49581	50325	51080	51846	52623	53413	54214	55027	55853	56690	57541	58404
15	55975	56815	57667	58532	59410	60301	61205	62124	63055	64001	64961	65936
16	64491	65458	66440	67437	68448	69475	70517	71575	72649	73738	74844	75967
17	69889	70937	72001	73081	74178	75290	76420	77566	78729	79910	81109	82326

DRAFT

APPENDIX A-2

Move employee to closest step in grade above current salary Rename grade 13 to grade 14

	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	49581	50325	51080	51846	52623	53413	54214	55027	55853	56690	57541	58404
Grade 15	55975	56815	57667	58532	59410	60301	61205	62124	63055	64001	64961	65936
Grade 16	64491	65458	66440	67437	68448	69475	70517	71575	72649	73738	74844	75967
Grade 17	69889	70937	72001	73081	74178	75290	76420	77566	78729	79910	81109	82326

1/1/2021	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	51068	51835	52612	53401	54202	55015	55840	56678	57529	58391	59267	60156
Grade 15	57654	58519	59397	60288	61192	62110	63041	63988	64947	65921	66910	67914
Grade 16	66426	67422	68433	69460	70501	71559	72633	73722	74828	75950	77089	78246
Grade 17	71986	73065	74161	75273	76403	77549	78713	79893	81091	82307	83542	84796

1/1/2022	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	52600	53390	54190	55003	55828	56665	57515	58378	59255	60143	61045	61961
Grade 15	59384	60275	61179	62097	63028	63973	64932	65908	66895	67899	68917	69951
Grade 16	68419	69445	70486	71544	72616	73706	74812	75934	77073	78229	79402	80593
Grade 17	74146	75257	76386	77531	78695	79875	81074	82290	83524	84776	86048	87340

1/1/2023	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	54178	54992	55816	56653	57503	58365	59240	60129	61033	61947	62876	63820
Grade 15	61166	62083	63014	63960	64919	65892	66880	67885	68902	69936	70985	72050
Grade 16	70472	71528	72601	73690	74794	75917	77056	78212	79385	80576	81784	83011
Grade 17	76370	77515	78678	79857	81056	82271	83506	84759	86030	87319	88629	89960

1/1/2024	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	55803	56642	57490	58353	59228	60116	61017	61933	62864	63805	64762	65735
Grade 15	63001	63945	64904	65879	66867	67869	68886	69922	70969	72034	73115	74212
Grade 16	72586	73674	74779	75901	77038	78195	79368	80558	81767	82993	84238	85501
Grade 17	78661	79840	81038	82253	83488	84739	86011	87302	88611	89939	91288	92659

1/1/2025	1	2	3	4	5	6	7	8	9	10	11	12
Grade 14	57477	58341	59215	60104	61005	61919	62848	63791	64750	65719	66705	67707
Grade 15	64891	65863	66851	67855	68873	69905	70953	72020	73098	74195	75308	76438
Grade 16	74764	75884	77022	78178	79349	80541	81749	82975	84220	85483	86765	88066
Grade 17	81021	82235	83469	84721	85993	87281	88591	89921	91269	92637	94027	95439

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SYRACUSE AND THE
CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a Memorandum of Understanding with the Cities for Financial Empowerment Inc. (“CFE”) to continue the partnership between CFE and the City of Syracuse to allow the City to continue the use of CFE’s client data platform and FEC counselor training, certification and support; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be effective as of the date of execution of the Memorandum of Understanding through August 30, 2023; and

BE IT FURTHER ORDAINED, that there shall be no cost to the City for the technical assistance to be provided pursuant to the Memorandum of Understanding; and

BE IT FURTHER ORDAINED, that the terms and conditions of the Memorandum of Understanding shall be subject to the approval of the Corporation Counsel and the Memorandum.

22



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

May 6, 2022

Commissioner
Michael Collins

Ms. Patricia McBride
City Clerk
Room 231, City Hall
Syracuse, NY 13202

Deputy Commissioner
Eric Ennis

Re: Legislation Request – MOU between the City of Syracuse and the Cities for Financial Empowerment Fund, Inc., in relation to the Syracuse Financial Empowerment Center

Dear Clerk McBride:

Please prepare legislation for the next Common Council agenda on behalf of the Department of Neighborhood and Business Development to enter into a Memorandum of Understanding (MOU) with the Cities for Financial Empowerment Fund, Inc. (CFE). This MOU is a continuation of the partnership between CFE and the City of Syracuse, which was originally entered into in order to create the Financial Empowerment Center. This MOU will allow the City to continue the use CFE's client data platform, and FEC counselor training, certification and support. There is no expense to the City related to the MOU.

If you have any questions or need any additional information, please contact me at your convenience at mcollins@syrgov.net or (315) 448-8109.

Sincerely,

If you have any questions or need any additional information, please contact me at your convenience at mcollins@syrgov.net or (315) 448-8109.

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

Office 315 448 8100
Fax 315 448 8036

www.syrgov.net

Sincerely,

Michael Collins
Commissioner

Michael Collins
Commissioner

Cc: Maria Lewis, FEC & IDEA Manager
Sharon Owens, Deputy Mayor

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: May 9, 2022
SUBJECT: Memorandum of Understanding – Cities for Financial Empowerment Fund, Inc. (CFE)

On behalf of the Department of Neighborhood & Business Development, I am requesting the City of Syracuse enter into a Memorandum of Understanding (MOU) with the Cities for Financial Empowerment Fund, Inc. (CFE). This MOU is a continuation of the partnership between CFE and the City of Syracuse, which was originally entered into in order to create the Financial Empowerment Center. This MOU will allow the City to continue the use CFE's client data platform, and FEC counselor training, certification and support. There is no expense to the City related to the MOU. The MOU shall begin as of the effective date and continue until August 30, 2023.

Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

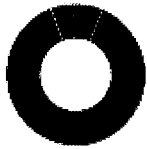
Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov



MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (the “MOU”), dated as of March 1, 2022 (the “Effective Date”), is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware nonprofit corporation qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) with its principal office located at 44 Wall Street, Suite 1050, New York, NY 10005, and **the City of Syracuse** (the “Partner”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the Partner is a former recipient of a CFE Fund grant to implement a Financial Empowerment Center (“FEC”), and the Partner continues to operate their FEC.

WHEREAS, the CFE Fund will continue to provide the Partner with technical assistance resources, access to the national FEC learning community (“FEC Public Learning Community”), no-cost licenses to use the CFE Fund’s central FEC database, and designates the Partner as an FEC Expert Partner (“FEC Expert Partner”) to continue to provide FEC services as part of the CFE Fund’s national FEC Public platform and the Partner desires to accept such engagement on the terms and conditions set forth hereinafter.

WHEREAS, the Partner has agreed to make use of the CFE Fund offerings provided by this MOU to manage, implement, and oversee the activities set forth in Exhibit A (the “Scope of Work”) and Exhibit B (the “Financial Empowerment Center Model”).

WHEREAS, the CFE Fund has determined that the support of the Partner in the work contemplated by this MOU furthers the exempt purposes of the CFE Fund.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the CFE Fund and the Partner agree as follows:

1. Scope of Work.

The primary purpose of the Partner’s activities, as set forth in Exhibit A, will be to maintain the reputation, standards, and integrity of the FEC model as a high-quality public service, and actively contribute to the FEC Public Learning Community.

2. Term.

The term (“Term”) of this MOU shall begin as of the Effective Date and continue until August 30, 2023 renewable thereafter upon an amendment signed and executed by both parties hereto in the same manner as this MOU.

3. Confidentiality.

The Partner hereby agrees that during the entire term of this MOU and thereafter the Partner shall not disclose or divulge any Confidential Information (as hereinafter defined), or any part thereof, to any person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the CFE Fund. Upon the request of the CFE Fund, and in any event upon termination of the MOU, the Partner shall promptly deliver to the CFE Fund all documents or other materials in its possession (and all copies thereof) constituting or containing the CFE Fund's Confidential Information. "Confidential Information" means information which the CFE Fund, in its sole determination, marks as confidential or proprietary including, but not limited to, items, materials, and information concerning the following: data security configuration, source code of software applications, marketing plans or strategies; budgets; designs; promotional strategies; client preferences and policies; creative activities for clients; contact information relating to the CFE Fund's personnel or that of any of its clients; concepts; trade secrets; product plans; financial information and all documentation, reports and data (recorded in any form), and other data, files, and/or other material, both tangible and intangible, in writing and orally imparted that relates to the CFE Fund's business operations. The confidentiality provisions of this Agreement are subject to the New York State Freedom of Information Act Law. The Partner shall provide written notice to the CFE Fund of any request for public records relating to this Agreement pursuant to the New York State Freedom of Information Act Law including a copy of the relevant records request. Such notice to the CFE Fund shall precede any response to such request by at least seven (7) days.

4. Compliance with Laws.

The Partner shall comply with all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Scope of Work and Partner's obligations and performance under this MOU. Partner shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this MOU.

5. Benefits.

The CFE Fund is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, worker's compensation, state unemployment, federal and state income tax withholdings, retirement or leave benefits, for the Partner or employees of the Partner. The Partner assumes full responsibility for the provision of all such insurances and fringe benefits for the Partner and all the Partner's employees.

6. Termination.

Notwithstanding any of the above, this MOU may be terminated by either party after thirty (30) days written notice.

7. Relationship of the Parties.

For purposes of this MOU, the Partner is not an agent of the CFE Fund and the CFE Fund is not an agent of the Partner. Neither party has the right or authority to bind the other party through its actions or any other MOU or communications.

8. Amendment.

This MOU, or any part hereof, may be amended from time to time only by a written instrument executed by CFE Fund and the Partner.

9. Assignment.

This MOU may not be assigned by either party without the prior written approval of either party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by their respective officers as of the day and year first above written.

CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.

By: _____
Name: Jonathan Mintz
Title: President and Chief Executive Officer
Date: _____

ATTEST:

CITY OF SYRACUSE

Patricia K. McBride
City Clerk

By: _____
Name: Benjamin R. Walsh
Title: Mayor

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

On this ____ day of _____, 2022, before me, the undersigned, personally appeared **Benjamin R. Walsh**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Scope of Work

The Partner shall maintain the reputation, standards and integrity of the FEC model adhering to the following sets of conditions:

I. Implement the FEC initiative in accordance with the model requirements (Exhibit B) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with a Financial Counseling Provider to manage the work.

II. FECBOT Database and Experian Connectivity

1. For the term of the MOU, the Partner will use the CFE Fund's FEC database, FECBOT (Financial Empowerment Center Boost Outcomes Tool). The CFE Fund will provide licenses at no cost for FEC-essential personnel, such as the Financial Counselors, the Program Manager, and the Local Government Manager. Any additional license requests will be at the discretion of the CFE Fund and could be subject to licensing fees and reasonably related management costs.
2. The Partner will ensure that the Financial Counseling Provider maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Counseling Provider Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit C – Sample FECBOT User Agreement) and provide a copy to the CFE Fund's FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.

- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

1. Subject to compliance with all terms and conditions of this MOU, CFE Fund hereby provides the Partner a non-exclusive and non-transferrable license to all City of Syracuse Financial Empowerment Center data stored in the FECBOT database during the Term of this MOU. The Partner may only use this data for City of Syracuse Financial Empowerment Center program purposes, as permitted in Exhibit C (the "Sample FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Partner acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. The Partner further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Partner violates the terms of this MOU, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide the Partner a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to the Partner.

IV. Intellectual Property

1. The Partner, and its Financial Counseling Provider(s) if applicable, recognize that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Partner, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Partner, and its Financial Counseling Provider(s) if applicable, will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

V. Adhere to the following CFE Fund marketing and communications guidelines.

1. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo will always be included with the FEC logo.
2. The Partner will request permission from the CFE Fund before modifying the FEC Public and FEC logos and related branded materials. The Partner will follow specific communication protocols recommended by CFE Fund, including the guidelines in Exhibit D (the "Financial Empowerment Center Branding Assets").

VI. Adhere to the Financial Empowerment Center Counseling Training Standards

1. Confirm all FEC staff members are trained and certified in accordance with the FEC Counseling Training Standards and CFE Fund-administered exam process, including signing the FEC Code of Ethics.
2. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
3. Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.

VII. Participate and actively contribute to the CFE Fund's FEC Learning Community

1. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - a. Attendance at national gatherings hosted by the CFE Fund.
 - b. Attendance of regular calls hosted by the CFE Fund, to learn and know how to respond to changing circumstances in the field.
 - c. Participation in ad-hoc webinars or conference calls with grantees and other partners.
 - d. Participation in working groups.
 - e. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.

As part of this MOU, the CFE Fund will provide technical assistance. Among other things, the CFE Fund will:

- Provide FECBOT licenses at no-cost for FEC program-essential personnel for the duration of an Expert Partner MOU to be signed by CFE Fund and the Expert Partner;
- Be available via email to support FECBOT-related needs and support service delivery;
- Provide at no-cost the updated Training Standards and certification process to the FEC program-essential personnel, including the administration and evaluation of the FEC exam, access to the Code of Ethics and the Heart of FEC counseling trainings and other CFE Fund-facilitated trainings;
- Update and share updated marketing materials and branding assets on a regular basis;
- Facilitate FEC Learning Community activities and one-on-one partner connections ad-hoc;
- Create a FEC Expert Partner Library to store and share relevant documents of interest for the FEC Learning Community; and
- Lead quarterly check-in calls and be available via email to gauge potential financial empowerment expansion plans and needs.

Financial Empowerment Center Model
(the “Model”)

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system ("User"), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this FECBOT User Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date

Exhibit D

Financial Empowerment Center Branding Assets

(To Be Attached)

Resolution No.

2022

**RESOLUTION APPOINTING KATHRYN
FERNANDEZ TO THE LAND BANK CITIZENS
ADVISORY BOARD**

BE IT RESOLVED, by this Common Council that Kathryn Fernandez of Syracuse, New York be and he hereby is reappointed to the Land Bank Citizens Advisory Board to fill the position for the First District Councilor appointment for a term ending on May 31, 2025.

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



23
Council Office: (315) 448-8466
Fax: (315) 448-8423

CITY OF SYRACUSE COMMON COUNCIL

JENNIFER SCHULTZ
Councilor- 1st District

May 10th, 2022

Ms. Patricia K. McBride
City Clerk
City Hall, Room 231
Syracuse, New York 13202

Dear Ms. McBride,

Please prepare for Legislation for Monday, May 23rd, 2022, the next Common Council Regular Meeting to appoint Kathryn Fernandez to the Greater Syracuse Land Bank Citizens Advisory Board, to fill the vacancy seat of Winthrop Thurlow the term ending May 31st, 2025. This is the 1st District appointment.

Kathryn Fernandez is a Syracuse native who has lived in the city for more than 24 years. She is an accomplished entrepreneur who has successfully owned and operated two businesses in Syracuse and Fayetteville. She has been an historic homeowner for more than 16 years and has extensive experience with renovating and restoring two historic homes in Sedgwick Farm. Over the past seven years she has purchased and renovated homes for resale to owner occupants.

I have attached Kathryn Fernandez's resume.

Thank you for your attention in this matter.

Sincerely,

Jennifer Schultz
Councilor- 1st District

JA

KATE FERNANDEZ

115 Wendell Terrace · Syracuse, NY 13203 · 315-516-6447
chloesclosetny@yahoo.com

EXPERIENCE

APRIL 2020 – PRESENT

CFO, PAWN KING CORP

Forecast and manage company financial resources of a multilocation retail company.

Budgets, forecasts and report creation

Accounts Payable

Bookkeeping and assisting with tax preparation

Acquire and administer COVID relief aid in accordance with program specifications.

2006-APRIL 2020

GENERAL MANAGER, PAWN KING CORP

Manage day to day operations

Payroll and scheduling

Human Resources

Budgets, forecasts and report creation

Bookkeeping, accounts payable, tax preparation

Social Media Management

2001-2006

CO-OWNER, CHLOE'S CLOSET

Manage day to day operations of a high-end retail boutique

Inventory acquisition

Merchandising

Customer Service

Marketing

Bookkeeping, accounts payable, tax preparation

PROPERTY AND RENOVATION EXPERIENCE

2018 – 2019

PAWN KING CICERO, 5849 E. CIRCLE DRIVE CICERO, NY

Acquired SBA Financing, participated in design, planning and construction management to turn a restaurant space into a two-unit retail space

Attended meetings with architects and planning boards

Managed budget and reviewed construction bids.

2015-2022

HOUSE FLIPPING, 4 PROPERTIES IN ONONDAGA COUNTY

Purchased and renovated distressed properties for resale to owner occupants

Evaluated repair needs

Created and implemented budget and design plans

Participated in small scale construction and finish work

2011-2022

HISTORICAL HOMEOWNER, 202 SEDGWICK DR & 115 WENDELL TERRACE

Restored and renovated two beautiful Sedgwick Farm homes.

Modernized design and function while maintaining original character

Obtained and reviewed construction bids

Worked closely with Syracuse Landmark Preservation Board, zoning, permitting & codes

2006-2010

PROPERTY MANAGER, 10 UNITS IN ONONDAGA COUNTY

Prepared leases & coordinated property maintenance for my husband's rental properties

VOLUNTEER EXPERIENCE

2016 – DECEMBER 31, 2021

VICE CHAIR, SEDGWICK FARM NEIGHBORHOOD ASSOCIATION

Coordinated social events and neighborhood beautification efforts, helped to plan quarterly membership meetings, communicated with government officials on behalf of the neighborhood

2014-2016

YEARBOOK ADVISOR, BLESSED SACRAMENT SCHOOL

Led a group of twenty sixth grade students to create the annual school yearbook

Directed the students in planning the yearbook

Taught desktop publishing and basic photography

Supervised and maintained a safe environment for the students

2012-2014

PUBLIC RELATIONS COORDINATOR, CLAY PANTHERS POP WARNER

Advertised all signup dates, fundraising efforts and arranged for teams to participate in local parades to increase community awareness of the organization

Assisted in sending 80 parents and children to Disney for competition

2009-2016

ROOM PARENT, BLESSED SACRAMENT SCHOOL

Planned and supervised class parties, fundraisers and events

EDUCATION

1999-2001

COMPUTER INFORMATION SYSTEMS AAS (NOT COMPLETED), ONONDAGA COMMUNITY COLLEGE

24-26

General Ordinance No.

2022

**ORDINANCE APPROVING A SPECIAL PERMIT
FOR A RESTAURANT ON PROPERTY
SITUATED AT 962 EAST BRIGHTON AVENUE
AND 555 EAST SENECA TURNPIKE**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on January 31, 2022, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Brighton Ave Gas, Inc., owner, and Hospitality Syracuse, Inc., applicant, for a special permit for a restaurant on the property situated at 962 East Brighton Avenue and 555 East Seneca Turnpike, Syracuse, New York, pursuant to Part B, Section III, Article 2, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING WITH CONDITION(S)
A SPECIAL PERMIT FOR A RESTAURANT ON PROPERTY SITUATED AT
962 EAST BRIGHTON AVENUE AND 555 EAST SENECA TURNPIKE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 31st day of January, 2022, adopt the following resolution:

- WHEREAS, the applicant, Mike McCracken for Hospitality Syracuse, Inc., is requesting a Special Permit for a Restaurant on property situated at 962 East Brighton Avenue and 555 East Seneca Turnpike pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the scope of work includes demolition of an existing 1½-story building and construction of a 2,650-square foot, one-story building to house the proposed (Taco Bell) restaurant, and site alterations; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on December 13, 2021, and January 10 and 31, 2022, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, the subject property is a proposed, irregular-shaped Lot with 94.06 feet of frontage on East Brighton Avenue and a lot area of 1.258 acres (54,798.48 square feet); and
- WHEREAS, the properties lie within a Business, Class A zoning district, as do the adjacent properties to the south; adjacent and neighboring properties to the north and west lie within a Residential, Class A-1 zoning district; neighboring properties to the south lie within a Planned Shopping District; and
- WHEREAS, land use in the area consists of residential uses along East Seneca Turnpike and a mix of commercial, retail, office, and mid to high-density residential uses along East Brighton Avenue; and
- WHEREAS, the “Syracuse Land Use and Development Plan” designates the character of this site, which lies in the Valley neighborhood, as Suburban Commercial; and
- WHEREAS, the City Planning Commission recommended approval of a proposed abandonment of a portion of the 500 block of East Seneca Turnpike (S-14-03) on October 20, 2014, which created Tax Parcel 062.-01-27.0, known as 565 East Seneca Turnpike; the purpose of the abandonment was to facilitate future development on the adjacent properties immediately to the north; and
- WHEREAS, the proposal was submitted to the City of Syracuse Departments of Engineering and Public Works for review; the applicant submitted revised plans on March 25 and April 11, 2022, in compliance with review comments; and

WHEREAS, the hours of operation will be from 8:00 a.m. until 3:00 a.m., Sunday through Saturday, with a maximum of 12 employees on premises at one time; and

WHEREAS, the applicant is proposing to install two, 106.8-square foot, double-sided ground signs, three, 24.4-square foot wall signs, and eight, 3.98-square foot private traffic (directional) signs;

- each ground sign measures 9.42 feet by 5.42 feet (53.4 square feet per side) and has an overall height of 30 feet;
- each wall sign measures 6.5 feet by 3.75 feet (24.4 square feet, each);
- each traffic sign measures 1'-6 1/2" by 2'-7" (3.98 square feet, each) and consists of two drive-thru signs, three enter signs, and three exit signs; the traffic signs are considered as business signs as they contain a logo for the restaurant.
- total signage consists of 13 signs with a total sign area of 318.64 square feet; and

WHEREAS, the applicant submitted site-related plans (Sheets C-301, C-401, C-501, C-601, C-701, and C-703) which illustrate:

- the proposed restaurant with one drive-thru lane and an adjacent bypass lane; a previously-proposed, future, second lane has been removed;
- a proposed menu board and speaker for the proposed drive-thru;
- 32 off-street parking spaces;
- Six, 30-foot tall, exterior light fixtures;
- Two bike racks and a trash enclosure;
- A proposed stormwater management area and underground stormwater chamber;
- a 24-foot wide driveway on East Brighton Avenue;
- a 24-foot wide driveway onto East Seneca Turnpike on the adjacent property to the south (known as 565 East Seneca Turnpike); a previously-proposed, 12-foot wide, right turn exit only, driveway onto East Seneca Turnpike has been removed;
- two ground signs consisting of one ground sign on the south side of the East Brighton Avenue driveway, and one ground sign on the east side of the full-service driveway on East Seneca Turnpike;

WHEREAS, one driveway, a portion of the drive-thru lane, and signage for the proposed restaurant encroach onto the adjacent property to the south (known as 565 East Seneca Turnpike); and

WHEREAS, the applicant submitted a floor plan (Sheet A1.0) which illustrates a customer area of approximately 756 square feet; and

WHEREAS, the applicant submitted exterior elevation plans (Sheets A4.0 and A4.1) which illustrate the three, proposed wall signs, fenestration patterns, and finishing materials and colors; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(4)(e) of the City of Syracuse Zoning Rules and Regulations, as amended, in that driveways shall not exceed a width of 24 feet with a curb cut of not more than 30 feet; the site plan shows a driveway on East Brighton Avenue with a width of 28 feet (as measured at the property line) and a curb-cut of 41 feet; and

- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(6) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposal is allowed one wall and one ground sign, neither to exceed 40 square feet; the applicant is proposing to install two ground signs, three wall signs, and eight directional traffic control signs totaling 316.64 square feet; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph e.(1) of the City of Syracuse Zoning Rules and Regulations, as amended, in that no restaurant with provisions for drive-through windows, carry-out service counters and/or deliveries to customers shall be placed within 200 feet of any residentially zoned district or building used for residential purposes; the proposed restaurant is located within 200 feet of a Residential, Class A-1 zoning district; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph g. of the City of Syracuse Zoning Rules and Regulations, as amended, in that a minimum of 150 feet of frontage along East Brighton Avenue, which is designated as a minor arterial by the Federal Highway Administration Functional Classification, shall be required for any restaurant; the lot has 94.06 feet of frontage along East Brighton Avenue; and
- WHEREAS, the proposal necessitates six waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the driveway width, sign, drive-thru service location, and arterial frontage regulations; and
- WHEREAS, pursuant to Part C, Section IV, Article 2-8.1, paragraph h of the City of Syracuse Zoning Rules and Regulations, as amended, the City Planning Commission may approve, subject to the consent of Common Council, waivers for the above noted deviation(s) where it is shown that:
- compliance cannot be achieved because of circumstances which are peculiar to the subject property;
 - noncompliance will not adversely affect the public health, safety and welfare and will not be inconsistent with the provisions found therein; and
- WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is an Unlisted Action and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and
- WHEREAS, due consideration was given to the necessity, adequacy, and character of the proposed development, and vehicular and pedestrian circulation within the immediate vicinity; and
- WHEREAS, the proposed use is so located as not to be detrimental to adjoining zoning districts and permitted uses; and
- WHEREAS, the proposed use will not create hazardous or obnoxious conditions, and the public health, welfare, and safety will be protected; and

WHEREAS, the proposal was found to be in character with the adjoining land use;

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 31st day of January, 2022, APPROVE WITH CONDITION(S) the request of Mike McCracken for Hospitality Syracuse, Inc. for a Special Permit for a Restaurant on property situated at 962 East Brighton Avenue and 555 East Seneca Turnpike pursuant to Part B, Section III, Article 2 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

BE IT FURTHER RESOLVED that this Commission GRANTS the requested waivers from Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the driveway width, sign, sidewalk, drive-thru service location, and arterial frontage regulations as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that this approval is subject to the following **CONDITION(S)**:

- the applicant shall comply with the requirements of the City of Syracuse Department of Public Works as specified by the City Transportation Planner;

BE IT FURTHER RESOLVED that said application be approved subject to compliance with the following conditions:

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
 - Site Layout Plan (Sheet C-301); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';
 - Grading and Drainage Plan (Sheet C-401); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';
 - Utility Plan (Sheet C-501); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';
 - Soil Erosion & Sediment Control Plan (Sheet C-601); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';

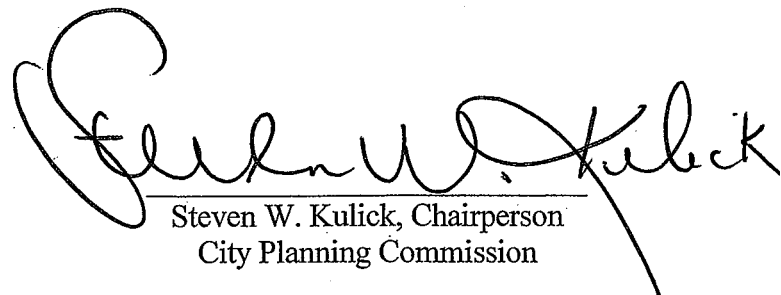
- Landscape Plan (Sheet C-701); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';
 - Lighting Plan (Sheet C-703); Project: Proposed Site Plan Documents for Hospitality Syracuse Inc. Proposed Development Sec. 62.00-Blk. 1-Parcel 10.1 & 27 962 East Brighton Ave; Project No.: B210122; prepared by: Bohler; Date: 08/06/2021; Revision 4: 03/25/2022; Scale: 1"=20';
 - Floor Plan (Sheet A1.0); Project: Taco Bell for Hospitality Restaurant; Location of Site: 2220 Downer Street, Town of Van Buren, Onondaga County, Sec #33.01, Blk #4, Parcel #2.2; Project No.: BP211010; prepared by: Blueprint Engineering & Design, LLC; Date: 03-22-21; Scale: 1/4"=1'-0";
 - Exterior Elevations (Sheets A4.0 and A4.1); Project: Taco Bell for Hospitality Restaurant; Project No.: BP211010; prepared by: Blueprint Engineering & Design, LLC; Date: 03-22-21; Scale: 1/4"=1'-0";
 - Sign Details (Sheets <8>, <22>, and <23>); Signage Catalog/June 2020; scaled: as noted;
4. Signage for the proposal is limited to two, 106.8-square foot, double-sided ground signs, three, 24.4-square foot wall signs, and eight, 3.98-square foot private traffic (directional) signs, as noted in condition number three above;
5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

BE IT FURTHER RESOLVED that the applicant shall abide by the hours of operation as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that approval of this resolution does not relieve the applicant from compliance with any other regulatory or licensing provisions applicable thereto by the properly constituted Federal, State, County or City authorities to include, but not limited to the City of Syracuse Departments of Engineering and Public Works, and the Code Enforcement Office;

BE IT FURTHER RESOLVED that if the conditions enumerated above are not complied with, this Special Permit shall be subject to revocation;

BE IT FURTHER RESOLVED that this resolution is subject to the consent and approval of the Common Council of the City of Syracuse.


Steven W. Kulick, Chairperson
City Planning Commission

BOHLER //

SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 TRANSPORTATION SERVICES

ALWAYS CALL 811
 BEFORE YOU DIG
 THE SAFE WAY TO LIVE, THE SMART WAY TO BUILD

REV	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR PERMIT
3		ISSUED FOR PERMIT
4		ISSUED FOR PERMIT



PRELIMINARY

PROPOSED SITE
 PLAN DOCUMENTS

PROJECT: HOSPITALITY STRACUSE INC.

PROPOSED SITE: SEC. 62.0A, B.L.K. 1, PARCELS 84.1 & 2.27
 100 EAST BRIGHTON AVE
 CANTON, NY 14020
 CHENANGO COUNTY
 STATE OF NEW YORK

BOHLER //

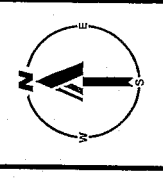
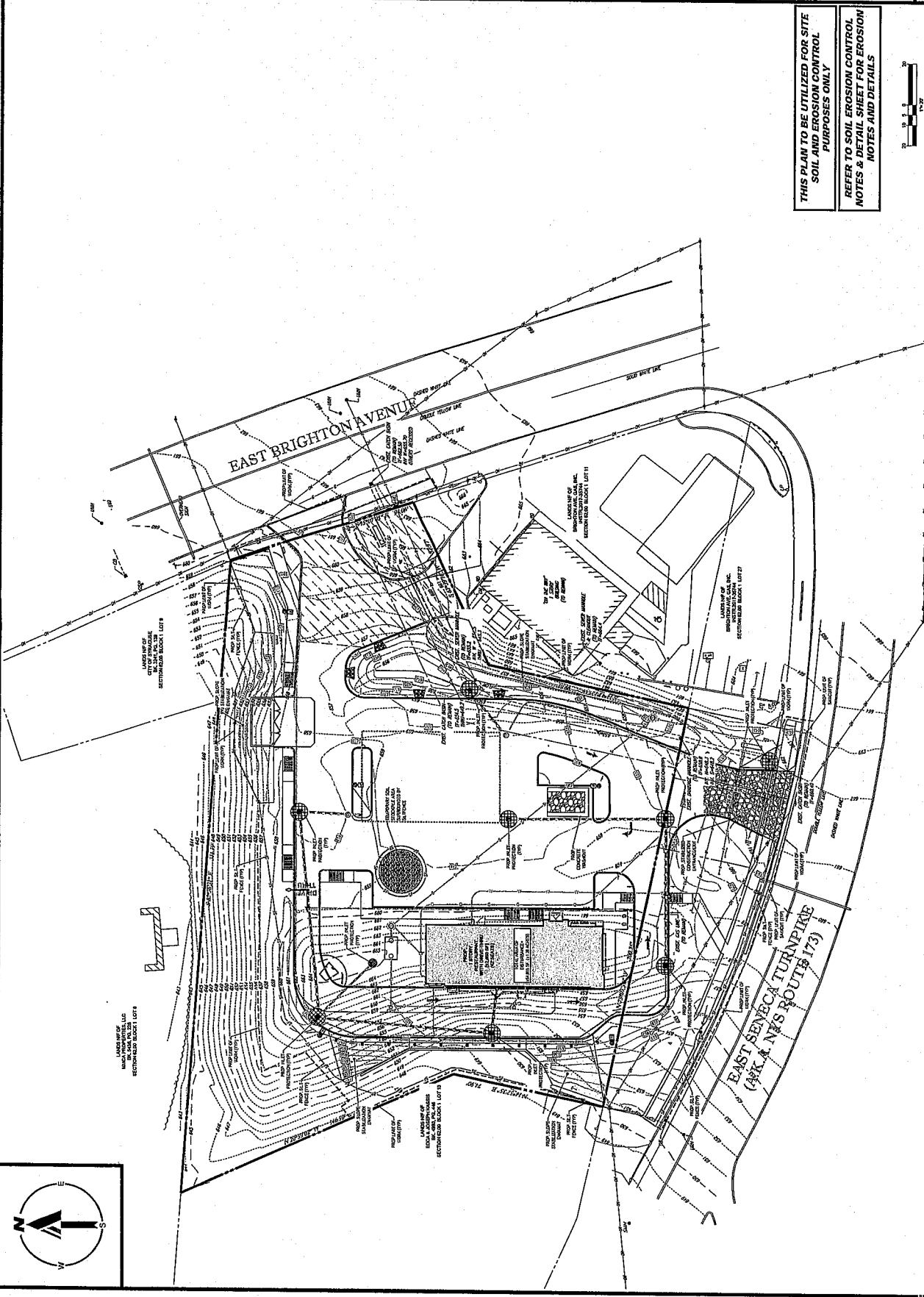
17 COMPLETED 2008 PROJECTS
 ALBANY, NY 12205
 P.O. BOX 100
 P.O. BOX 100
 www.bohlercivil.com



SOIL EROSION & SEDIMENT CONTROL PLAN

SHEET NUMBER: **C-601**

REVISION 4 - 03/20/22



THIS PLAN TO BE UTILIZED FOR SITE
 SOIL AND EROSION CONTROL
 PURPOSES ONLY

REFER TO SOIL EROSION CONTROL
 NOTES & DETAIL SHEET FOR EROSION
 NOTES AND DETAILS



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SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGER
LANDSCAPE ARCHITECTURE
PLANNING SERVICES
TRANSPORTATION SERVICES

REV	DATE	REVISIONS
1	01/15/11	ISSUE FOR PERMIT
2	01/15/11	REVISED PERMIT
3	01/15/11	REVISED PERMIT
4	01/15/11	REVISED PERMIT
5	01/15/11	REVISED PERMIT
6	01/15/11	REVISED PERMIT
7	01/15/11	REVISED PERMIT
8	01/15/11	REVISED PERMIT
9	01/15/11	REVISED PERMIT
10	01/15/11	REVISED PERMIT

PRELIMINARY
ALWAYS CALL 811
BEFORE YOU DIG

PROPOSED SITE PLAN DOCUMENTS
FOR
HOSPITALITY SYRACUSE INC.
DEVELOPMENT
SEC. 62.00 - BLK. 1 - PARCELS 103 & 27
892 EAST BRIGHTON AVE
ONONDAGA COUNTY
STATE OF NEW YORK

BOHLER
17 CONANTER DRIVE WEST
ALBANY, NY 12205
Tel: 518-486-1000
Fax: 518-486-1001
www.bohler.com



LIGHTING PLAN
SHEET NUMBER: **C-703**
REGION 4 - 0302022

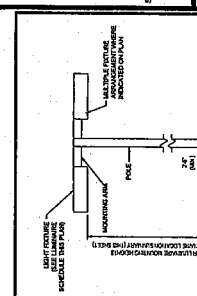
LIGHTING NOTES

1. THE LIGHTING PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE LIGHTING PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE LIGHTING PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES AND SPECIFICATIONS.
3. THE LIGHTING PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES AND SPECIFICATIONS.
4. THE LIGHTING PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES AND SPECIFICATIONS.
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9. THE LIGHTING PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES AND SPECIFICATIONS.
10. THE LIGHTING PLAN IS BASED ON THE ASSUMPTIONS AND CONDITIONS SET FORTH IN THE NOTES AND SPECIFICATIONS.

LUMINAIRE SCHEDULE

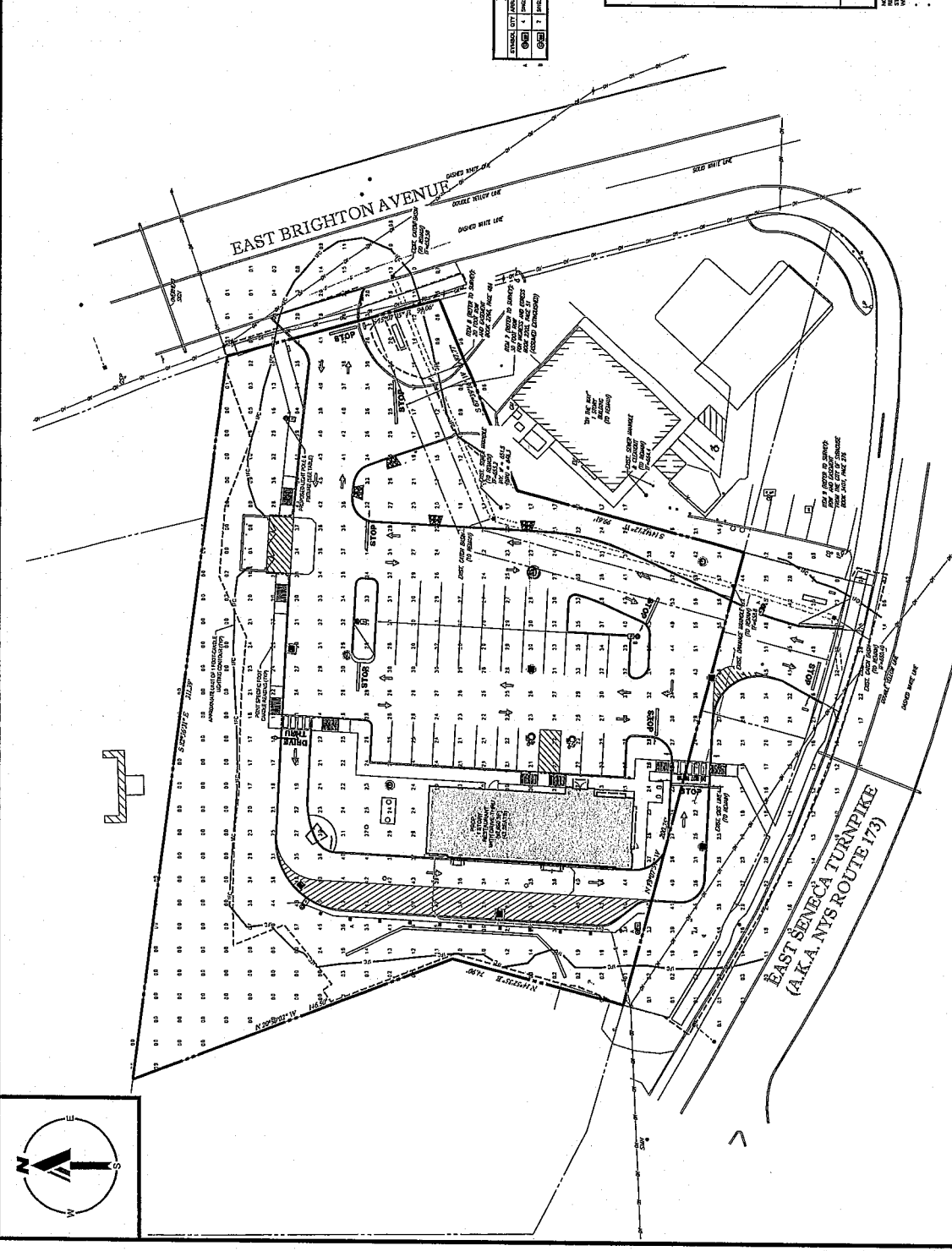
SYMBOL	MANUFACTURER	MODEL	DESCRIPTION
⊙	1	1	1
⊙	2	2	2
⊙	3	3	3
⊙	4	4	4

THIS PLAN IS TO BE USED FOR LIGHTING PURPOSES ONLY. REFER TO ARCHITECTURAL PLANS BY OTHERS FOR FINAL BUILDING/CANOPY LIGHT LOCATIONS.



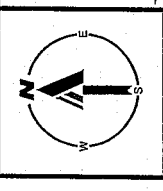
AREA LIGHT DETAIL
N.T.S.

THIS PLAN IS TO BE USED FOR LIGHTING PURPOSES ONLY. REFER TO ARCHITECTURAL PLANS BY OTHERS FOR FINAL BUILDING/CANOPY LIGHT LOCATIONS.



REFER TO ARCHITECTURAL PLANS BY OTHERS FOR FINAL BUILDING/CANOPY LIGHT LOCATIONS

THIS PLAN IS TO BE UTILIZED FOR LIGHTING PURPOSES ONLY



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BLUEPRINT ENGINEERING & DESIGN, LLC
 196 WEST ASHLAND STREET DOVER, PA 17801
 PH: 717-459-0317

REV#	DATE	COMMENTS	BY

CONCEPT

PROVIDE AN OUTLINE CONCEPT FOR THE DESIGN OF THE FACILITY. THE CONCEPT SHOULD BE APPROVED BY THE CLIENT BEFORE PROCEEDING TO THE DESIGN PHASE. THE CONCEPT SHOULD INCLUDE THE LOCATION OF THE FACILITY, THE TYPE OF FACILITY, AND THE GENERAL LAYOUT OF THE FACILITY.

TACO BELL

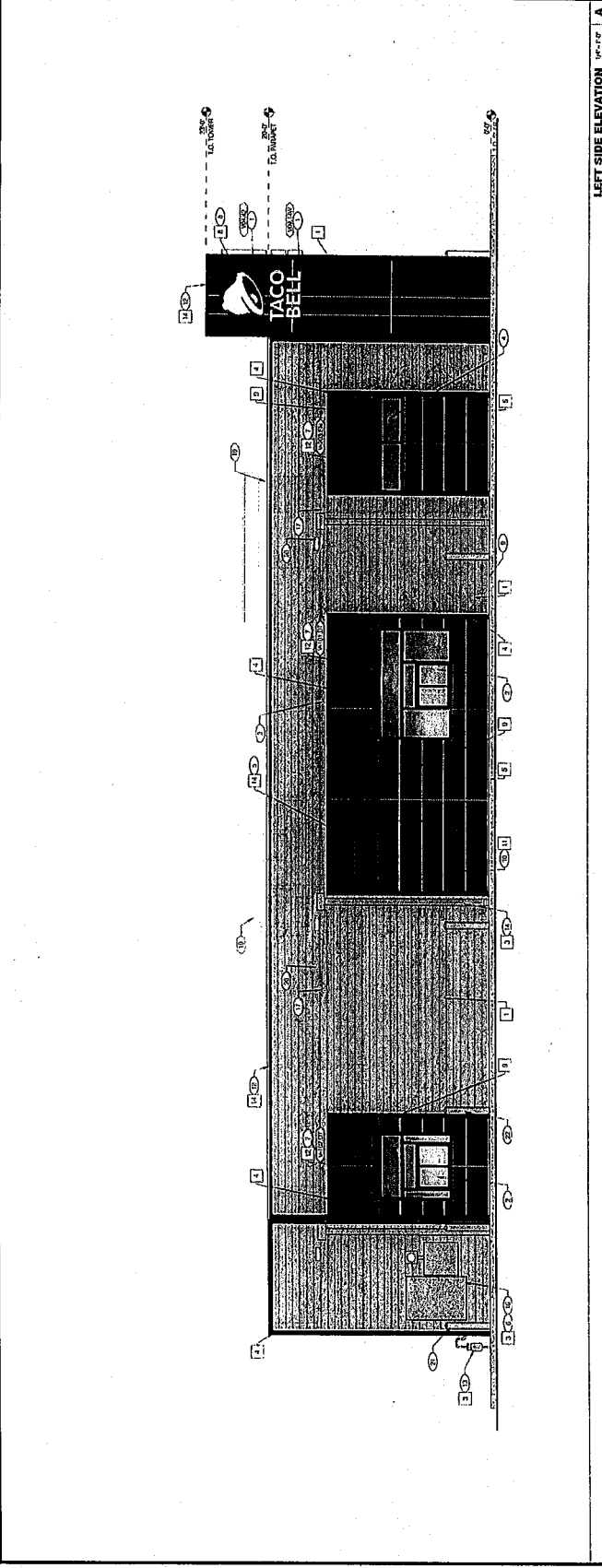
PROJECT:

FOR: HEBBETT RESTAURANT
 290 BAYWOOD AVENUE RD
 SUITE 130
 LINDSEY PARK
 LOCATION OF SITE

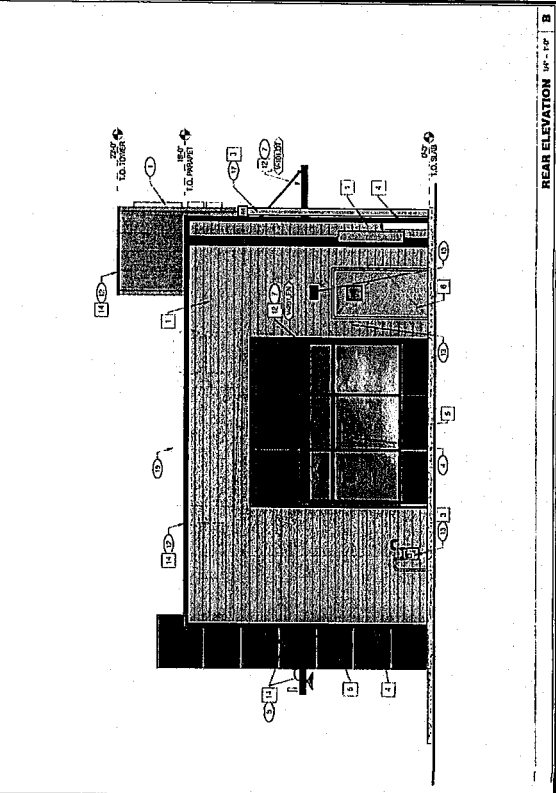
BLUEPRINT ENGINEERING & DESIGN, LLC
 196 WEST ASHLAND STREET DOVER, PA 17801
 PH: 717-459-0317

SHEET TITLE:
 EXTERIOR ELEVATIONS

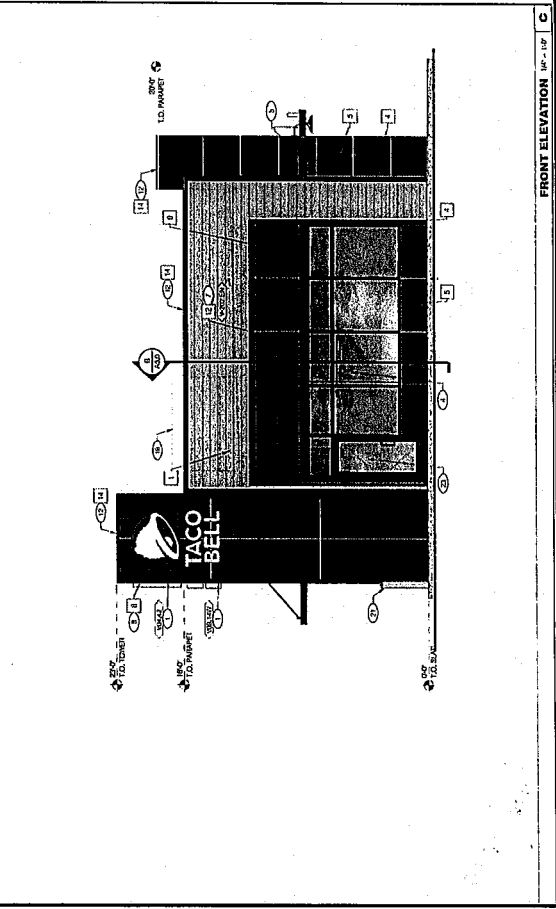
SHEET NUMBER:
A4.1



LEFT SIDE ELEVATION 1/4" = 1'-0"



REAR ELEVATION 1/4" = 1'-0"

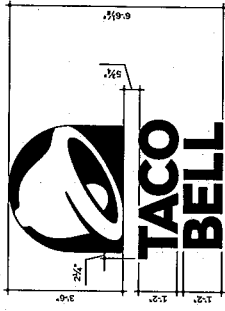


FRONT ELEVATION 1/4" = 1'-0"

STACKED LOCK UP



GUIDELINES



SIGN TYPES

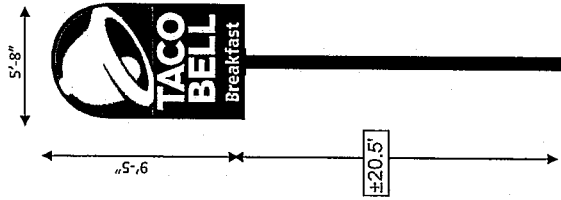
SIGN VENDORS

LARGE

42" BELL
14" LETTERS

SIGN AREA: 24.4 SF

PYLON



V-01.50

PYLON SIGN
WITH BREAKFAST

SIGN AREA: 50 SF

Dimensions shown are nominal.

SIGNAGE CATALOG | JUNE 2020



GUIDELINES

LOCK-UP
DETAILS

SIGN TYPES

SIGN VENDORS

DIRECTIONAL

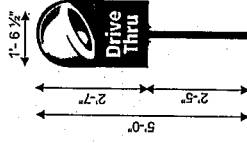


GUIDELINES

LOCKUP
DETAILS

SIGN VENDOR

SIGN VENDORS



V-03

DIRECTIONAL

SIGN AREA: 3.98 SF

OPTIONS:



Project: SP-21-12

Date: 1/31/22

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

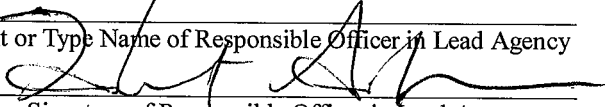
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: SP-21-12

Date: 1/31/22

Short Environmental Assessment Form Part 3 Determination of Significance

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Syracuse Planning Commission	
Name of Lead Agency	Date
Heather A. Lamendola	<u>1/31/2022</u>
Zoning Administrator	Title of Responsible Officer
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	Signature of Preparer (if different from Responsible Officer)
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

2426

Heather Lamendola
Zoning Administrator

April 21, 2022

Ms. Patricia McBride
City Clerk
230 City Hall
Syracuse, New York 13202

Re: SP-21-12 Special Permit for a Restaurant on Property Situated at 962 East Brighton Avenue and 555 East Seneca Turnpike

Dear Ms. McBride;

On January 31, 2022, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

No one spoke in favor of the proposal. Four people spoke in opposition to the proposal. Two e-mails were received in opposition to the proposal.

The Commission granted six waivers from the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the driveway width, sign, drive-thru service location, and arterial frontage regulations as part of this approval.

The applicant submitted final plans in compliance with the Planning Commission's approval on April 11, 2022.

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

Sincerely,

Heather A. Lamendola
Zoning Administrator

Ends: (6)

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

www.syr.gov.net

Owner: Brighton Ave Gas, Inc.
522 Briar Brook Run
Fayetteville, New York 13066

Applicant: Hospitality Syracuse, Inc.
290 Elmwood Davis Road, Suite 230
Liverpool, New York 13088

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

28

Ordinance No.

2022

**ORDINANCE DESIGNATING THE
NEIGHBORHOOD & ENVIRONMENTAL
PLANNER FOR THE CITY OF SYRACUSE,
DONNELLA V. MONK, AS THE
ENVIRONMENTAL REVIEW CERTIFYING
OFFICER FOR THE CITY OF SYRACUSE**

WHEREAS, to comply with 24 C.F.R. Part 58, NYS Homes and Community Renewal Procedures, its related Federal authorities listed in Sections 58.5 and 58.6, Section 102 of National Environmental Policy Act (NEPA), and its related provisions in 40 CFR parts 1500 through 1508, the City of Syracuse is required to designate an Environmental Review Certifying Officer; and

WHEREAS, the Mayor has designated the Neighborhood & Environmental Planner for the City of Syracuse, Donnella V. Monk, to be the City's Environmental Review Certifying Officer;

NOW, THEREFORE,

BE IT ORDAINED, by this Common Council hereby confirms the designation of the Neighborhood & Environmental Planner for the City of Syracuse, Donnella V. Monk, as the Environmental Review Certifying Officer for the City of Syracuse; and

BE IT FURTHER ORDAINED, that the duration of this appointment will be from the date of designation by this Common Council through 12/31/25.



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

25

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

May 6, 2022
Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Delegating Donnella V. Monk, Planner, the authority to carry out the responsibilities of Environmental Review Certifying Officer

Dear Clerk McBride:

Please prepare legislation for the consideration of the Common Council at its May 23, 2022 meeting on behalf of the Department of Neighborhood and Business Development to delegate Donnella V. Monk, Planner, the authority to carry out the responsibilities of Environmental Review Certifying Officer as provided in 24 C.F.R. Part 58, NYS Homes and Community Renewal Procedures, its related Federal authorities listed in Sections 58.5 and 58.6, Section 102 of National Environmental Policy Act (NEPA), and its related provisions in 40 CFR parts 1500 through 1508.

As the delegated certifying officer, Ms. Donnella V. Monk, is also authorized to, and accepts on behalf of the City of Syracuse, the jurisdiction of the federal and state courts for the enforcement of all these responsibilities.

The effective date of this delegation is immediate and shall run until the end of Mayor Ben Walsh's term in office, unless otherwise revoked or authorized by the Common Council. The authority delegated is not subject to sub-delegation.

I am happy to answer any questions at x8743 or via email at mzczpanski@syr.gov.

Sincerely,

Michelle Sczpanski
Deputy Commissioner of Neighborhood Development

Cc: Michael Collins, Commissioner of Neighborhood and Business Development
Sharon Owens, Deputy Mayor

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov

S:\ERRs\Officer Notices\ERR Officer Delegation - Council Letter HCR 05.23.2022.docx

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Ordinance No.

2022

ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING/BYRNE DISCRETIONARY GRANT PROGRAM AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the United States Department of Justice for the Byrne Discretionary Community Project Funding/Byrne Discretionary Grant Program in an amount not to exceed \$140,000.00; said funds will be used by the Syracuse Police Department to purchase and maintain Body Worn Cameras; no City local matching funds are required; and

BE IT FURTHER ORDAINED, that upon receipt of said grant, the Mayor be and he hereby is authorized to execute all necessary contracts and/or written instruments, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said agreement authorized herein, the Commissioner of Finance is authorized and directed to deposit the same in an appropriate account to be determined by him.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

May 6, 2022

Janet L. Burke
Director, Bureau of
Research


Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation

Dear City Clerk McBride:

Please prepare legislation to be introduced at the next meeting of the Common Council authorizing the City to apply for and enter into an agreement with the United States Department of Justice under the Byrne Discretionary Community Project Funding/Byrne Discretionary

Funding, in the amount of \$140,000 is earmarked for Body Worn Cameras. No City funds are required.

Sincerely,


Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

**ORDINANCE AUTHORIZING A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SYRACUSE,
ONONDAGA COUNTY, OSWEGO COUNTY,
SUNY UPSTATE AND SYRACUSE UNIVERSITY
RELATIVE TO THE PURCHASE AND USE OF A
WEB-BASED EMERGENCY OPERATIONS
SYSTEM**

BE IT ORDAINED, that the Mayor is authorized to execute a Memorandum of Understanding between the City of Syracuse and the County of Onondaga, the County of Oswego, SUNY Upstate, and Syracuse University relative to obtaining a web-based emergency operations system for the Syracuse Police Department and Syracuse Fire Department; and

BE IT FURTHER ORDAINED, that this agreement will be for a three-year term effective as of October 1, 2021 through September 30,2024; and

BE IT FURTHER ORDAINED, that said Memorandum of Understanding shall have no cost to the City of Syracuse except for the costs of the services purchased by City. The implementation cost for the City of Syracuse is not exceed \$5,500.00, with the additional first year cost of service not to exceed \$7,935.00;. Total costs to the City for all services for the three (3) year term of the MOU are not to exceed \$13,435; and

BE IT FURTHER ORDAINED, that all costs associated with purchasing of services under this Memorandum of Understanding shall be paid by the State Homeland Security Grant Program of which the City is a grantee, dispersed from the State to Onondaga County on behalf of the City of Syracuse; and

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



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

May 9, 2022

Julie Castellitto
Assistant Director

Ms. Patricia K. McBride
City Clerk
231 City Hall
Syracuse, NY 13202

Re: Request to Legislation

Dear Ms. McBride,

On behalf of the Syracuse Police Department and Syracuse Fire Department, please prepare legislation to be introduced at the next scheduled Common Council Meeting requesting to enter an Agreement with Onondaga County, Oswego County, and Syracuse University relative to the purchase and use of a web-based emergency operations system.

The term of the agreement would be for a three-year period to be effective as of October 1, 2021 and shall continue until September 30, 2024 with the following fee schedule:

<i>Implementation Costs:</i>	<i>First Year of Service:</i>	<i>Total First Year Expense per Entity:</i>
Onondaga County: \$13,200	Onondaga County: \$7,935	Onondaga County: \$21,135
Oswego County: \$5,500	Oswego County: \$7,935	Oswego County: \$13,435
City of Syracuse: \$5,500	City of Syracuse: \$7,935	City of Syracuse: \$13,435
SUNY Upstate: \$5,500	SUNY Upstate: \$7,935	SUNY Upstate: \$13,435
Syracuse University: \$5,500	Syracuse University: \$7,935	Syracuse University: \$13,435
Total: \$35,200	Total: \$39,675	Total: \$74,875

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

Future years will accrue yearly service costs of \$6,124 for each entity. Annual recurring costs will be based on the current subscription level, and divided equally among the involved parties.

Office 315 448-8252
Fax 315 448-8116


www.syr.gov.net

Onondaga County and the City of Syracuse will be using a shared grant, the "State Homeland Security Program Grant." The subscription costs for the City of Syracuse will be taken from their grant allocation and given to Onondaga County's grant allocation. Payment, on behalf of the City of Syracuse and Onondaga County, will come from Onondaga County, Oswego County, SUNY Upstate. Syracuse University will pay Onondaga County their fees annually and Onondaga County will thereafter pay all expenses on behalf of all involved parties.

Expenditures are coming from SHSP grant funds. Onondaga County was dispersed all grant money allocated from the State for both the City and County's respective portions. No Syracuse Police Department or City of Syracuse funds are necessary.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy M. Rudd". The signature is stylized with a large, sweeping initial "T" and "M".

Timothy M. Rudd
Director of Management & Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: May 9, 2022
SUBJECT: Agreement – Onondaga County, Oswego County, and Syracuse University

Julie Castellitto
Assistant Director

On behalf of the Syracuse Police Department and Syracuse Fire Department, I am requesting an enter into an Agreement with Onondaga County, Oswego County, and Syracuse University relative to the purchase and use of a web-based emergency operations system.

The term of the agreement would be for a three-year period to be effective as of October 1, 2021 and shall continue until September 30, 2024 with the following fee schedule:

<i>Implementation Costs:</i>	<i>First Year of Service:</i>	<i>Total First Year Expense per Entity:</i>
Onondaga County: \$13,200	Onondaga County: \$7,935	Onondaga County: \$21,135
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Syracuse University: \$5,500	Syracuse University: \$7,935	Syracuse University: \$13,435
Total: \$35,200	Total: \$39,675	Total: \$74,875

Future years will accrue yearly service costs of \$6,124 for each entity. Annual recurring costs will be based on the current subscription level, and divided equally among the involved parties.

Onondaga County and the City of Syracuse will be using a shared grant, the “State Homeland Security Program Grant.” The subscription costs for the City of Syracuse will be taken from their grant allocation and given to Onondaga County’s grant allocation. Payment, on behalf of the City of Syracuse and Onondaga County, will come from Onondaga County, Oswego County, SUNY Upstate. Syracuse University will pay Onondaga County their fees annually and Onondaga County will thereafter pay all expenses on behalf of all involved parties.

Expenditures are coming from SHSP grant funds. Onondaga County was dispersed all grant money allocated from the State for both the City and County’s respective portions. No Syracuse Police Department or City of Syracuse funds are necessary.

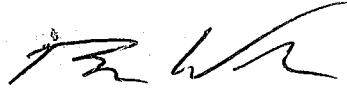
Office of Management
and Budget
233 E Washington St
Room 213
Syracuse, N.Y. 13202

Office 315 448-8252
Fax 315 448-8116

www.syr.gov

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22

Date

1st Deputy Chief
Richard F. Shoff, Jr.



Deputy Chiefs
Derek P. McGork
Richard H. Trudell
Julie L. Shulsky

SYRACUSE POLICE DEPARTMENT

Joseph L. Cecile, Chief

May 6, 2022

Mr. Timothy Rudd, Budget Director
Office of Management and Budget
Room 213 City Hall
Syracuse, New York 13202

Re: Request for Mayoral Approval of a legislation for the next meeting of the Common Council to authorize the City of Syracuse, on behalf of the Syracuse Police Department and Syracuse Fire Department, to enter into an Agreement with Onondaga County, Oswego County, and Syracuse University relative to the purchase and use of a web-based emergency operations system.

Dear Mr. Rudd:

The Syracuse Police Department is writing to request that you seek approval from the Mayor legislation for the next meeting of the Common Council to authorize the City of Syracuse, on behalf of the Syracuse Police Department and Syracuse Fire Department, to enter into an Agreement with Onondaga County, Oswego County, and Syracuse University relative to the purchase and use of a web-based emergency operations system.

The term of the agreement would be for a three-year period to be effective as of October 1, 2021 and shall continue until September 30, 2024 with the following fee schedule:

<i>Implementation Costs:</i>	<i>First Year of Service:</i>	<i>Total First Year Expense per Entity:</i>
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SUNY Upstate: \$5,500	SUNY Upstate: \$7,935	SUNY Upstate: \$13,435
Syracuse University: \$5,500	Syracuse University: \$7,935	Syracuse University: \$13,435
<u>Total: \$35,200</u>	<u>Total: \$39,675</u>	<u>Total: \$74,875</u>

Future years will accrue yearly service costs of \$6,124 for each entity. Annual recurring costs will be based on the current subscription level, and divided equally among the involved parties.

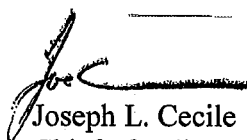
Onondaga County and the City of Syracuse will be using a shared grant, the "State Homeland Security Program Grant." The subscription costs for the City of Syracuse will be taken from their grant allocation and given to Onondaga County's grant allocation. Payment, on behalf of the City of Syracuse and Onondaga County, will come from Onondaga County, Oswego County,

SUNY Upstate. Syracuse University will pay Onondaga County their fees annually and Onondaga County will thereafter pay all expenses on behalf of all involved parties.

Expenditures are coming from SHSP grant funds. Onondaga County was dispersed all grant money allocated from the State for both the City and County's respective portions. No Syracuse Police Department or City of Syracuse funds are necessary.

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

Sincerely,



Joseph L. Cecile
Chief of Police

Policing the community through partnerships, prevention, and problem-solving.

511 South State Street, Syracuse, NY 13202 315.442.5250 www.syracusepolice.org

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$186,000 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO FUND AN EMERGENCY
ABATEMENT PILOT PROGRAM**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$186,000.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Neighborhood and Business Development; said funds are to be used to enter into agreements with qualified contractors to be selected through a City RFQ process; these contractors will perform interior work to remediate code violations in occupied rental units that are considered “immediate hazards” as determined by the Division of Code Enforcement; the program will be administered by NBD staff to achieve the goals of the Emergency Abatement Pilot Program in the City of Syracuse in the manner provided by law; and

BE IT FURTHER ORDAINED, subject to the approval of the Mayor, that the Department of Neighborhood and Business Development’s staffing costs for the program will be supported by an amount not to exceed \$36,000.00 from the aforementioned appropriation, which will be used to fund Department of Neighborhood and Business Development employees’ salary and fringe benefits related to administering the project.

JK



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

May 6, 2022
Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation to appropriate \$186,000 of American Rescue Plan Act (ARPA) funds to create an Emergency Abatement Pilot Program

Dear Ms. McBride,

Please prepare legislation for the May 23, 2022 meeting of the Common Council on behalf of the Department of Neighborhood and Business Development to appropriate \$186,000 of the American Rescue Plan Act (ARPA) fund to fund the creation of an Emergency Abatement Pilot Program.

This pilot program will enable the City to hire qualified contractors to perform interior work to remediate code violations in occupied rental units in certain instances deemed by the Division of Code Enforcement to be considered eligible "immediate hazards", or repeat occurrences of certain eligible violations within one calendar year of original occurrence.

The goal of the pilot is to reduce both unnecessary housing instability created as a result of health and safety violations, as well as the total amount of staff resources devoted to managing enforcement processes for chronically non-compliant properties. It is estimated that these funds will enable the completion of approximately 30 projects during the 2022-23 fiscal year beginning 7/1/2022 and ending 6/30/2023.

The program will be administered by NBD staff and expenditures are estimated not to exceed \$186,000. \$150,000 will be allocated directly to project completion costs, and \$36,000 will be allocated to offset staffing costs. An RFQ process to identify a pool of qualified contractors eligible to perform repairs will be completed. The cost of the repairs will be billed to the property owner, and if unpaid, will be billed to the following year's property taxes.

Funds will be placed in an account to be designated by the Commissioner of Finance.

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov.net

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Topic:

6 May 2022

Page 2

If you have any questions or need any additional information, please contact me at your convenience at msczpanski@syrgov.net or (315) 448-8743.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle Sczpanski', with a long horizontal line extending to the right.

Michelle Sczpanski
Deputy Commissioner of Neighborhood Development

Cc: Michael Collins, Commissioner, NBD
Sharon Owens, Deputy Mayor

S:\Neighborhood Planning\ARPA\Emergency Abatement\Council\Emergency Abatement Pilot ARPA Legislative Request Letter-March28-2022.docx




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: May 9, 2022
SUBJECT: Appropriation of Funds – Create Emergency Abatement Pilot Program

On behalf of the Department of Neighborhood & Business Development, I am requesting to appropriate funds in an amount not to exceed \$186,000 of the American Rescue Plan Act (ARPA) to fund the creation of an Emergency Abatement Pilot Program.

This pilot program will enable the City to hire qualified contractors to perform interior work to remediate code violations in occupied rental units in certain instances deemed by the Division of Code Enforcement to be considered eligible “immediate hazards”, or repeat occurrences of certain eligible violations within one calendar year of original occurrence.

The goal of the pilot is to reduce both unnecessary housing instability created as a result of health and safety violations, as well as the total amount of staff resources devoted to managing enforcement processes for chronically non-compliant properties. It is estimated that these funds will enable the completion of approximately 30 projects during the 2022- 23 fiscal year beginning 7/1/2022 and ending 6/30/2023.

The program will be administered by NBD staff and expenditures are estimated not to exceed \$186,000. \$150,000 will be allocated directly to project completion costs, and \$36,000 will be allocated to offset staffing costs. An RFQ process to identify a pool of qualified contractors eligible to perform repairs will be completed. The cost of the repairs will be billed to the property owner, and if unpaid, will be billed to the following year’s property taxes.

Funds will be placed in an account to be designated by the Commissioner of Finance.


Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$11,000,000 OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED BY THE CITY OF SYRACUSE TO BE USED TO SUPPORT THE COST OF NEW CONSTRUCTION OR REHABILITATION OF SINGLE-FAMILY OWNER OCCUPIED UNITS FOR INCOME QUALIFIED FIRST-TIME HOMEBUYERS AND SCATTERED-SITE TWO-FAMILY RENTAL UNITS

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$11,000,000.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Neighborhood and Business Development; said funds are to be used for Infill Housing Construction to support the cost of new construction or rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units, at sites identified in accordance with the objectives of the Resurgent Neighborhood Initiative and the results of the City-wide Housing Market study, and to create an ARPA Housing Project Coordinator position, in the manner provided by law; and

BE IT FURTHER ORDAINED, subject to the approval of the Mayor, that the City of Syracuse ARPA Housing Project Coordinator position will be supported by an amount not to exceed 2% of the funding, which will be used to fund salary and fringe benefits related to project management.

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DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

April 22, 2022
Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Legislation Request to allocate \$11,000,000 in funds from the American Rescue Plan Act (ARPA) for Infill Housing Construction

Dear Clerk McBride:

Please prepare legislation for the consideration of the Common Council at its May 9, 2022 meeting on behalf of the Department of Neighborhood and Business Development to allocate \$11,000,000 from the American Rescue Plan Act (ARPA) for Infill Housing Development.

These funds will be used to support the cost of new construction and rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units. We anticipate that at minimum, 30 units of new housing will be brought online by the end of the funding period. Additionally, respite housing will be created as part of the City's Crime & Violence Intervention strategy.

Site selection for these units will be prioritized in accordance with the objectives of the Resurgent Neighborhood Initiative, as well as the results of the City-wide Housing Market Study, which is anticipated to be completed by December of 2022.

The budget includes a 2% administrative fee for the project, which includes funding for the creation of an ARPA Housing Project Coordinator position. Funds will be placed in an account to be designated by the Commissioner of Finance.

I am happy to answer any questions at x8109 or via email at mcollins@syr.gov.net.

Sincerely,

Michael Collins
Commissioner of Neighborhood and Business Development

Cc: Michelle Sczpanski, Deputy Commissioner of Neighborhood Development
Sharon Owens, Deputy Mayor

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

Office 315 448 8100
Fax 315 448 8036

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21




OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: May 11, 2022
SUBJECT: Appropriation of Funds– Infill Housing Development

On behalf of the Department of Neighborhood & Business Development, I am requesting to appropriate funds in an amount not to exceed \$11,000,000 from the American Rescue Plan Act (ARPA) for Infill Housing Development.


These funds will be used to support the cost of new construction and rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units. We anticipate that at minimum, 30 units of new housing will be brought online by the end of the funding period. Additionally, respite housing will be created as part of the City's Crime & Violence Intervention strategy.

Site selection for these units will be prioritized in accordance with the objectives of the Resurgent Neighborhood Initiative, as well as the results of the City-wide Housing Market Study, which is anticipated to be completed by December of 2022.

The budget includes a 2% administrative fee for the project, which includes funding for the creation of an ARPA Housing Project Coordinator position. Funds will be placed in an account to be designated by the Commissioner of Finance.

Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$11,000,000 OF THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS RECEIVED BY THE CITY OF SYRACUSE TO BE USED TO SUPPORT THE COST OF NEW CONSTRUCTION OR REHABILITATION OF SINGLE-FAMILY OWNER OCCUPIED UNITS FOR INCOME QUALIFIED FIRST-TIME HOMEBUYERS AND SCATTERED-SITE TWO-FAMILY RENTAL UNITS

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$11,000,000.00 of the American Rescue Plan Act of 2021 (ARPA) Funds received by the City of Syracuse to an account to be determined by the Commissioner of Finance for the Department of Neighborhood and Business Development; said funds are to be used for Infill Housing Construction to support the cost of new construction or rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units, at sites identified in accordance with the objectives of the Resurgent Neighborhood Initiative and the results of the City-wide Housing Market study, and to create an ARPA Housing Project Coordinator position, in the manner provided by law; and

BE IT FURTHER ORDAINED, subject to the approval of the Mayor, that the City of Syracuse ARPA Housing Project Coordinator position will be supported by this appropriation; and

BE IT FURTHER ORDAINED, that an amount not to exceed 2% of the total funding will be used to support administrative costs related to project management.



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

Commissioner
Michael Collins

Deputy Commissioner of Neighborhood Development
Michelle Sczpanski

Deputy Commissioner of Business Development
Eric Ennis

April 22, 2022
Ms. Patricia McBride
City Clerk
231 City Hall
Syracuse, New York 13202

Re: Legislation Request to allocate \$11,000,000 in funds from the American Rescue Plan Act (ARPA) for Infill Housing Construction

Dear Clerk McBride:

Please prepare legislation for the consideration of the Common Council at its May 9, 2022 meeting on behalf of the Department of Neighborhood and Business Development to allocate \$11,000,000 from the American Rescue Plan Act (ARPA) for Infill Housing Development.

These funds will be used to support the cost of new construction and rehabilitation of single-family owner-occupied units for income qualified first-time homebuyers, as well as the development of scattered-site two-family rental units. We anticipate that at minimum, 30 units of new housing will be brought online by the end of the funding period. Additionally, respite housing will be created as part of the City's Crime & Violence Intervention strategy.

Site selection for these units will be prioritized in accordance with the objectives of the Resurgent Neighborhood Initiative, as well as the results of the City-wide Housing Market Study, which is anticipated to be completed by December of 2022.

The budget includes the creation of an ARPA Housing Project Coordinator position, and a 2% administrative fee for the project. Funds will be placed in an account to be designated by the Commissioner of Finance.

I am happy to answer any questions at x8109 or via email at mcollins@syr.gov.

Sincerely,

Michael Collins
Commissioner of Neighborhood and Business Development

Cc: Michelle Sczpanski, Deputy Commissioner of Neighborhood Development
Sharon Owens, Deputy Mayor

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF \$4,500,000 OF THE
AMERICAN RESCUE PLAN ACT OF 2021
(ARPA) FUNDS RECEIVED BY THE CITY OF
SYRACUSE TO ESTABLISH A FUND TO
ADDRESS CHILDHOOD LEAD POISONING IN
THE CITY OF SYRACUSE**

WHEREAS, lead exposure is an extremely serious public health problem throughout our nation; and

WHEREAS, children are especially susceptible to lead hazards, particularly children under six years of age as their bodies absorb lead four to five times faster than adults, magnifying the effect of lead contamination on cognitive and physical development of children; and

WHEREAS, the harms caused by lead exposure often result in lifelong impacts; and

WHEREAS, the health and wellbeing of City of Syracuse residents has been negatively impacted by lead exposure for decades, and the City of Syracuse has one of the highest rates of elevated blood lead levels in the nation for children under the age of six; and

WHEREAS, on July 13, 2020, the City of Syracuse amended the Revised General Ordinances of the City of Syracuse to create a Lead Abatement and Control Ordinance authorizing the Division of Code Enforcement to test and cite lead paint violations in dwelling units within the City of Syracuse; and

WHEREAS, the Department of Neighborhood and Business Development desires additional funding to support its detection, enforcement, and remediation efforts of lead exposure found in existing housing within the City of Syracuse; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$4,500,000 of the American Rescue Plan Act of 2021 (ARPA) funds received by the City of Syracuse to an

account to be determined by the Commissioner of Finance for the Department of Neighborhood and Business Development; said funds are to be utilized to establish a Fund to further the Department of Neighborhood and Business Development's efforts to address the environmental impact of lead through detection, enforcement, and remediation efforts of existing housing stock within the City of Syracuse, including but not limited to contracting for remediation of lead in up to one hundred forty four (144) dwelling units and acquisition of six (6) XRF guns, in the manner provided by law; and

BE IT FURTHER ORDAINED, that an amount not to exceed 5% of the total funding will be used to support administrative costs related to project management.



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

May 6, 2022

Commissioner
Michael Collins

**Deputy Commissioner of
Neighborhood Development**
Michelle Sczpanski

**Deputy Commissioner of
Business Development**
Eric Ennis

Ms. Patricia McBride
City Clerk
Room 231 City Hall
Syracuse, New York 13202

Re: Request for legislation to appropriate \$4,500,000 of American Rescue Plan Act (ARPA) funds to address childhood lead poisoning

Dear Ms. McBride:

Please prepare legislation for the May 23, 2022 meeting of the Common Council to appropriate \$4,500,000 of the American Rescue Plan Act (ARPA) fund to address childhood lead poisoning. The City of Syracuse has one of the highest rates of elevated blood lead levels (EBLL) in the nation for children under 5 years old. To address childhood lead poisoning, the City passed an ordinance treating the presence of lead paint as a code violation in 2020. The City also administers a Lead Hazard Control (LHC) grant funded through the Department of Housing and Urban Development (HUD).

This allocation will allow the City to address the environmental impact of lead through detection, enforcement, and remediation efforts of existing housing stock. Investment will include contracting for remediation and advanced technology for lead detection by housing inspectors and will be leveraged by existing federal and philanthropic grants. This allocation will fund lead remediation in 144 dwelling units. The City intends to extend our current agreement with the Onondaga County office of Community Development to procure contractors for remediation, and the Onondaga County Health Department for outreach to households with children in the target age range.

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov.net

The technology acquisition includes 6 XRF guns, which are used to detect the presence of lead. This investment will allow us to add lead detection capacity as part of our regular inspection process. XRF guns allow for immediate detection, without the need to send a dust wipe sample to a lab for analysis.


Up to 5% of these funds will be used for administrative purposes. Funds will be placed in an account to be designated by the Commissioner of Finance.

If you have any questions or need any additional information, please contact me at your convenience at mcollins@syr.gov.net or (315) 448-8109.

Topic:

6 May 2022
Page 2

Sincerely,



Michael Collins
Commissioner

Cc: Sharon Owens, Deputy Mayor
Michelle Sczpanski, Deputy Commissioner of Neighborhood Development
Jake Dishaw, Director of Code Enforcement

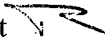


OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: May 9, 2022
SUBJECT: Appropriation of Funds – Address Childhood Lead Poisoning

On behalf of the Department of Neighborhood & Business Development, I am requesting to appropriate funds in an amount not to exceed \$4,500,000 of the American Rescue Plan Act (ARPA) fund to address childhood lead poisoning. The City of Syracuse has one of the highest rates of elevated blood lead levels (EBLL) in the nation for children under 5 years old. To address childhood lead poisoning, the City passed an ordinance treating the presence of lead paint as a code violation in 2020. The City also administers a Lead Hazard Control (LHC) grant funded through the Department of Housing and Urban Development (HUD).

This allocation will allow the City to address the environmental impact of lead through detection, enforcement, and remediation efforts of existing housing stock. Investment will include contracting for remediation and advanced technology for lead detection by housing inspectors and will be leveraged by existing federal and philanthropic grants. This allocation will fund lead remediation in 144 dwelling units. The City intends to extend our current agreement with the Onondaga County office of Community Development to procure contractors for remediation, and the Onondaga County Health Department for outreach to households with children in the target age range.

The technology acquisition includes 6 XRF guns, which are used to detect the presence of lead. This investment will allow us to add lead detection capacity as part of our regular inspection process. XRF guns allow for immediate detection, without the need to send a dust wipe sample to a lab for analysis.

Up to 5% of these funds will be used for administrative purposes. Funds will be placed in an account to be designated by the Commissioner of Finance.


Please return this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



Mayor Ben Walsh
City of Syracuse, New York

5/11/22
Date

313140

Ordinance No.

2022

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 258-260 CRESCENT
AVENUE FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 258-260 Crescent Avenue, being Lot 57, Block 1026 b, Tract Union A D, Section 086, Block -19, Lot -24.0 (086.-19-24.0), Property No. 1220002400, 40 x 100 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 plus \$150.00 for title work for a total of \$151.00 by Greater Syracuse Property Development Corporation, the said Commissioner of Finance be and he hereby is authorized to apply the sum of \$1.00 toward the payment of delinquent taxes, exclusive of fees and penalties, to cancel and discharge said delinquency, and to issue his receipts and discharges thereof, charging the uncollected taxes to account #269404.01 and the cost of title fee of \$150.00 deposited to account #426620.01; the City of Syracuse to pay all quarters due at the date of closing, for the current year's tax, said share of pro-rated tax to be determined by the Commissioner of Finance; this bid is contingent upon the City of Syracuse discharging any miscellaneous charges not presently a lien against the said premises; and the Mayor is hereby authorized and empowered to make, execute and deliver a deed of the City's right, title and interest in and to said premises to Greater Syracuse Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.

313148



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

March 21, 2022

Matthew D. Oja
Commissioner

City Clerk Patricia K. McBride
230 City Hall
Syracuse, New York 13202

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Attn: Members of the Common Council

Dear City Clerk McBride:

RE: REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 258-60 CRESCENT AVE. TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

258-60 Crescent Ave.

Lot 57 Bl 1026b Tr Union A D

086.-19-24.0

Property #: 1220002400

40x100 Whxgar

Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser toward the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-ratio shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

Sincerely,

Matthew D. Oja
Commissioner

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

Office 315 448 8270
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

27

323250

Ordinance No.

2022

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 118-120 MCCLURE
AVENUE FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 118-120 McClure Avenue, being Lot 8, Tract Brown, Section 077, Block -15, Lot -03.0 (077.-15-03.0), Property No. 1958101200, 36.38 x 132 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 plus \$150.00 for title work for a total of \$151.00 by Greater Syracuse Property Development Corporation, the said Commissioner of Finance be and he hereby is authorized to apply the sum of \$1.00 toward the payment of delinquent taxes, exclusive of fees and penalties, to cancel and discharge said delinquency, and to issue his receipts and discharges thereof, charging the uncollected taxes to account #269404.01 and the cost of title fee of \$150.00 deposited to account #426620.01; the City of Syracuse to pay all quarters due at the date of closing, for the current year's tax, said share of pro-rated tax to be determined by the Commissioner of Finance; this bid is contingent upon the City of Syracuse discharging any miscellaneous charges not presently a lien against the said premises; and the Mayor is hereby authorized and empowered to make, execute and deliver a deed of the City's right, title and interest in and to said premises to Greater Syracuse Property Development Corporation, said deed to be approved as to manner, form and execution by the Corporation Counsel.

393750



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

March 21, 2022

Matthew D. Oja
Commissioner

City Clerk Patricia K. McBride
230 City Hall
Syracuse, New York 13202

Ann E. Gallagher
First Deputy
Commissioner
Director of Operations

Attn: Members of the Common Council

Dear City Clerk McBride:

RE: REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 118-20 MCCLURE AVE. TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

118-20 McClure Ave.
Lot 8 Tr Brown
077.-15-03.0
Property #: 1958101200
36.38x132 Wh Fp46
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser toward the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-ration shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

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

Office 315 448 8270
Fax 315 448 8190

assessment@syr.gov.net

Sincerely,

Matthew D. Oja
Commissioner

36

Ordinance No.

2022

BOND ORDINANCE OF THE CITY OF SYRACUSE AMENDING ORDINANCE NO. 802-2018 AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) TO DEFRAY THE COST AND EXPENSE OF THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE WEST GENESEE STREET (SALINA STREET TO CITY LINE) ROAD IMPROVEMENT PROJECT, PIN 3756.24 AS LAST AMENDED BY ORDINANCE NO. 513-2020 TO ADD THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF THREE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS (\$384,000.00) TO DEFRAY THE COST AND EXPENSE OF THE DETAILED DESIGN PHASE OF THE PROJECT, TO ADD THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF NINE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$9,375,000) TO DEFRAY THE COST AND EXPENSE OF THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASES OF THE PROJECT

BE IT ORDAINED, that Ordinance No. 802-2018 as last amended by Ordinance No. 513-2020 is hereby amended to read as follows:

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the scoping, preliminary design, and detailed design phases and the construction and construction inspection phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) at an estimated maximum cost not to exceed Ten Million Fifty-

Nine Thousand Dollars*, general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Ten Million Fifty-Nine Thousand Dollars (\$10,059,000) * is estimated as the initial cost of the specific object or purpose for which such bonds are to be issued, with Twelve Million Seven Hundred Five Thousand Six Hundred Dollars (\$12,705,600) estimated as the total project cost.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Ten Million Fifty-Nine Thousand Dollars (\$10,059,000)*, thereby providing such sum for the initial cost of such specific object or purpose, with the City issuing future bonds in the amount of Two Million Six Hundred Forty-Six Thousand Six Hundred Dollars (\$2,646,600.00) to construct the project.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 20 (c) of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is fifteen (15) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law.

The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance.

The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.

_____ = new material

* previously read \$684,000 (Per Bond Ordinance No. 802-2018 the cost not to exceed for the scoping and preliminary design phase was \$300,000; this was amended by Bond Ordinance No. 513-2020 to add the cost not to exceed for the detailed design phase which was \$384,000, and the City is now adding the cost not to exceed for the construction and construction inspection phase which is \$9,375,000).



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

6 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation: An Ordinance Amending Original Ordinance No.802-2018 as last Amended by Ordinance No. 513-2020 Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping, Preliminary and Detailed Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24. Amend to add the Construction and Inspection Phase for \$9,375,000.00.

Dear Ms. McBride:

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

An Ordinance Amending Original Ordinance No.802-2018 as last amended by Ordinance No: 513-2020 Authorizing the sale of bonds in the amount of \$684,000.00 for the Scoping, Preliminary and Detailed Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24. Amend to add the Construction and Inspection Phase for \$9,375,000.00 for an amended amount not to exceed of \$10,059,000.00 for the TIP project. The total project cost is estimated to be \$12,705,600.00 (TIP Project Funds = \$10,059,000.00 and existing local project funds for betterments (Water, Sewer and Parks Departments Infrastructure Improvements) = \$2,646,600.00).

The City is expected to incur all initial costs for this project; with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (the scoping, preliminary and detail design phases and a portion of the construction and construction inspection phase have received Marchiselli funding). Account number designated by the Commissioner of Finance for the TIP project is 07.599807.701079000.80405.

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

Very truly yours,

Mary E. Robison, P.E.
City Engineer

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

www.syr.gov.net

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO. 803-2018 AS LAST AMENDED BY ORDINANCE NO. 514-2020 AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO FUNDING FOR THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE WEST GENESEE STREET (SALINA STREET TO CITY LINE) ROAD IMPROVEMENT PROJECT, PIN 3756.24

BE IT ORDAINED, that Ordinance No. 803-2018 as last amended by Ordinance No. 514-2020 is hereby amended to read as follows:

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the scoping, preliminary design and detailed design phases and the construction and construction inspection phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) (hereinafter referred to as the "Project") at a cost not to exceed \$10,059,000* to be initially funded with bond proceeds with repayment expected to be funded 80% from Federal funds (Transportation Improvement Program) and 15% from State funds (Marchiselli); NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the New York State Department of Transportation relative to funding for the scoping, preliminary design, and detailed design phases and the construction and construction inspection phases of the Project at a cost not to exceed \$10,059,000* with the Project having an estimated total cost not to exceed \$8,159,000.00 to be funded through future agreements with the NYSDOT; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that the Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping, preliminary design, and detailed design phases for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

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

_____ = new material

* previously read \$684,000

304



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

6 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 803-2018 as last amended by Ordinance No. 514-2020 Authorizing an Agreement with the New York State Department of Transportation for the Scoping, Preliminary and Detailed Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24. Amend to add the Construction and Inspection Phase for \$9,375,000.00.

Dear Ms. McBride:

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

An Ordinance Amending Original Ordinance No. 803-2018 as last amended by Ordinance No. 514-2020 Authorizing the Mayor to enter into an agreement with the New York State Department of Transportation for the scoping, preliminary and detailed design phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24 for an amount not to exceed \$684,000.00. Amend to add the Construction and Inspection Phase for \$9,375,000.00 for an amended amount not to exceed of \$10,059,000.00 for the TIP project. The total project cost is estimated to be \$12,705,600.00 (TIP Project Funds = \$10,059,000.00 and existing local project funds for betterments (Water, Sewer & Parks Departments Infrastructure Improvements) = \$2,646,600.00).

The City is expected to incur all initial costs of the TIP portion project with subsequent 80% reimbursement (\$8,047,200.00) from the Federal government through the Transportation Improvement Program (TIP), 12.17% reimbursement (\$1,223,850.00) through the State (Marchiselli Program) and 7.83% (\$787,950.00) will be local share; (Total TIP Project Cost to be \$10,059,000.00). An additional construction amount of \$2,646,600.00 will be received from Water, Sewer & Parks Departments for infrastructure improvements along this corridor and those funds were previously approved. Account number designated by the Commissioner of Finance for the TIP portion of the project is 07.599807.701079000.80405.

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

Very truly yours,

Mary E. Robison, P.E.
City Engineer

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

www.syr.gov.net

4

Ordinance No.

2022

ORDINANCE AMENDING ORDINANCE NO. 804-2018 AS LAST AMENDED BY ORDINANCE NO. 515-2020 AUTHORIZING THE ENGINEERING SERVICES FOR THE SCOPING AND PRELIMINARY DESIGN PHASES NEEDED FOR THE WEST GENESEE STREET (SALINA STREET TO CITY LINE) ROAD IMPROVEMENT PROJECT, PIN 3756.24

BE IT ORDAINED, that Ordinance No. 804-2018 as last amended by Ordinance No. 515-2020 is hereby amended to read as follows:

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services for the scoping, preliminary design and detailed design phases and the construction and construction inspection phases needed for the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) at a total cost not to exceed \$10,059,000* and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$10,059,000* authorized contemporaneously herewith by ordinance of this Common Council.

_____ = new material

* previously read \$684,000



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

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Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

6 May 2022

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 804-2018 as last Amended by Ordinance No. 515-2020 Authorizing Scoping, Preliminary and Detailed Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24. Amend to add the Construction and Inspection Phase for \$9,375,000.00.

Dear Ms. McBride:

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

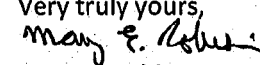
An Ordinance Amending Original Ordinance No. 804-2018 as last amended by Ordinance No. 515-2020 Authorizing the Department of Engineering to proceed with the Scoping, Preliminary and Detailed Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24 for an amount not to exceed \$684,000.00. Amend to add the Construction and Inspection Phase for \$9,375,000.00 for an amended amount not to exceed of \$10,059,000.00 for the TIP project. The total project cost is estimated to be \$12,705,600.00 (TIP Project Funds = \$10,059,000.00 and existing local project funds for betterments (Water, Sewer & Parks Departments Infrastructure Improvements) = \$2,646,600.00).

The City is expected to incur all initial costs for this project; with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (the scoping, preliminary and detail design phases and a portion of the construction and construction inspection phase have received Marchiselli funding). Account number designated by the Commissioner of Finance for the TIP project is 07.599807.701079000.80405.

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

www.syr.gov.net

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

Very truly yours,

Mary E. Robison, P.E.
City Engineer

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GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/06/22	Department:	Engineering
Project Name:	West Genesee Street Road Improvement Project, PIN 3756.24		
Project Cost:	\$10,059,000.00		
Contact Name:	Mary E. Robison		
Project Description:	2R Mill & Pave West Genesee Street from Western City line (Myrtle Ave) to Salina Street		

Projected Time Line & Funding Source(s)

Estimated Start Date: Winter 2019 Estimated Completion Date: 2022-2023

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	\$ 787,950.00
State Aid/Grant (Reimbursement)	\$ 1,223,850.00
Federal Aid/Grant (identify) TIP Funding Reimbursement	\$ 8,047,200.00
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	10,059,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2018	\$300,000.00
2	2020	\$384,000.00
3	2022	\$9,375,000.00
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain) \$ 10,059,000.00

The City is expected to incur all initial costs for this project with subsequent 80% reimbursement from the Federal government & State through the Transportation Improvement Program (TIP).

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes No Reason("No"): included in 22/23 CIP

Director of Administration: *Mason* Date: _____
 Director of Management & Budget: *Ruhl* Date: 5-10-22
 Commissioner of Finance: *Michael* Date: 5/16/22

BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF TWO HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$256,000.00) TO DEFRAY THE COST AND EXPENSE OF THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE MIDLAND AVENUE PAVING PROJECT (OSTRANDER AVENUE TO RT. 173 (W. SENECA TURNPIKE), PIN NO. 3756.83

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the scoping and preliminary design phases of the Midland Avenue Paving Project (Ostrander Avenue to Rt. 173 (W. Seneca Turnpike)), PIN No. 3756.83 at an estimated maximum cost not to exceed Two Hundred Fifty-Six Thousand Dollars (\$256,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Hundred Fifty-Six Thousand Dollars (\$256,000.00) is estimated as the initial cost of the specific object or purpose for which such bonds are to be issued, with Four Million Six Hundred Sixty-Six Thousand Dollars (\$4,666,000.00) estimated as the total project cost.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Hundred Fifty-Six Thousand Dollars (\$256,000.00), thereby providing such sum for the initial cost of such specific object or purpose, with the City issuing future bonds in the amount of Four Million Four Hundred Ten Thousand Dollars (\$4,410,000.00) to construct the project.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 20 (b) of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is ten (10) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and

sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to

initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 8. When said bonds and notes shall have been duly sold, the same shall be delivered by the Commissioner of Finance to the purchaser upon payment to him of the purchase price, including accrued interest, and the receipt of the Commissioner of Finance shall be a full acquittance to such purchaser who shall not be obliged to see to the application of the purchase money.

Section 9. The faith and credit of the City of Syracuse are hereby pledged to the payment of the principal of said bonds and interest thereon when due. An amount sufficient to pay the principal and interest on said bonds as the same becomes due each year shall be included in the annual budget of said City for the year.

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the

publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

5 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: An Ordinance Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83.

Dear Ms. McBride:

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

An Ordinance Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83 for an amount not to exceed \$256,000.00 (The total project cost is estimated to be \$4,666,000.00).

The City is expected to incur all initial costs for this project, with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (TIP). The scoping & preliminary design phase is receiving 15% Marchiselli Funding (\$38,400.00).

Account number to be designated by the Commissioner of Finance.

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

Very Truly Yours,

Mary E. Robison, P.E.,
City Engineer

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

www.syr.gov.net

Ordinance No.

2022

ORDINANCE AUTHORIZING AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO FUNDING FOR THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE MIDLAND AVENUE PAVING PROJECT (OSTRANDER AVENUE TO RTE. 173 (W. SENECA TURNPIKE), PIN NO. 3756.83

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the scoping and preliminary design phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike), PIN No. 3756.83 (hereinafter referred to as the "Project") at a cost not to exceed \$256,000.00 to be initially funded with bond proceeds with repayment expected to be funded 80% from Federal funds (Transportation Improvement Program) and 15% from State funds (Marchiselli); NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the New York State Department of Transportation relative to funding for the scoping and preliminary design phases of the Project at a cost not to exceed \$256,000.00 with the Project having an estimated total cost not to exceed \$4,666,000.00 to be funded through future agreements with the NYSDOT; and

BE IT FURTHER ORDAINED, that said agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse; and

BE IT FURTHER ORDAINED, that the Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping and preliminary design phases for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

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



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

5 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: An Ordinance Authorizing the Mayor to enter into an Agreement with the New York State Department of Transportation for the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83.

Dear Ms. McBride:

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

An Ordinance Authorizing the Mayor to enter into an Agreement with the New York State Department of Transportation for the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83 for an amount not to exceed \$256,000.00 (The total project cost is estimated to be \$4,666,000.00).

The City is expected to incur all initial costs for this project, with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (TIP). The scoping & preliminary design phase is receiving 15% Marchiselli Funding (\$38,400.00).

Account number to be designated by the Commissioner of Finance.

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

Very Truly Yours,

Mary E. Robison, P.E.,
City Engineer

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

www.syr.gov.net

Ordinance No.

2022

**ORDINANCE AUTHORIZING THE
ENGINEERING SERVICES FOR THE SCOPING
AND PRELIMINARY DESIGN PHASES NEEDED
FOR THE MIDLAND AVENUE PAVING
PROJECT (OSTRANDER AVENUE TO RTE. 173
(W. SENECA TURNPIKE), PIN NO. 3756.83**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services for the scoping and preliminary design phases needed for the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike), PIN No. 3756.83 at a total cost not to exceed \$256,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$256,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

5 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: An Ordinance Authorizing the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83.

Dear Ms. McBride:

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

An Ordinance Authorizing the Scoping & Preliminary Design Phases of the Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83 for an amount not to exceed \$256,000.00 (The total project cost is estimated to be \$4,666,000.00).

The City is expected to incur all initial costs for this project, with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (TIP). The scoping & preliminary design phase is receiving 15% Marchiselli Funding (\$38,400.00).

Account number to be designated by the Commissioner of Finance.

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

Very Truly Yours,

Mary E. Robison, P.E.,
City Engineer

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

www.syrgov.net



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/05/22	Department:	Engineering
Project Name:	Midland Avenue Paving Project (Ostrander Avenue to Rte. 173 (W. Seneca Turnpike)), PIN 3756.83.		
Project Cost:	\$256,000.00		
Contact Name:	Mary E. Robison		
Project Description:	2R Paving Project		

Projected Time Line & Funding Source(s)

Estimated Start Date: Summer 2022 Estimated Completion Date: F Fall 2025

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	\$ 12,800.00
State Aid/Grant (identify) Marchiselli	\$ 38,400.00
Federal Aid/Grant (identify) TIP Funding Reimbursement	\$ 204,800.00
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	256,000.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2022	\$256,000.00
2		
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain) \$ 256,000.00

The City is expected to incur all initial costs for this project with subsequent 95% reimbursement from the Federal government through the Transportation Improvement Program (TIP).

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes No Reason("No"):
of the CIP.

Director of Administration: *Mervant Adams* Date: _____
 Director of Management & Budget: *[Signature]* Date: 5-10-22
 Commissioner of Finance: *Michael Carrisano* Date: 5/10/22

Ordinance No.

2022

**ORDINANCE APPROPRIATING FUNDS FOR
THE DEPARTMENT OF ENGINEERING FOR
THE PURCHASE OF ONE (1) NEW GPS UNIT
AND ASSOCIATED EQUIPMENT AND SERVICE**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$25,500 from 2021/2022 Unallocated Cash Capital Account # 599007 0199999 to an account to be determined by the Commissioner of Finance for the Department of Engineering; said funds are to be used by the Department of Engineering to purchase one (1) new GPS unit and associated equipment and service, in the manner provided by law.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

39

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

6 May 2022

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Request for Legislation: Appropriation of Cash Capital for 21/22 Engineering GPS Equipment

Dear Ms. McBride:

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

- Ordinance authorizing Appropriation of Cash Capital for the Department of Engineering to purchase the 21/22 Engineering GPS Equipment at a cost not to exceed \$25,500.00. We will purchase one new GPS unit and associated equipment and service.

Advances in GPS antenna and receiver technology have greatly improved in the last few years. The purchase of this new unit and associated equipment and service will enhance our ability to collect field data for survey and GIS based projects. In addition, this GPS unit will be compatible with current cell phone technology.

The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this project. Funds to be used are from the appropriated and unallocated cash capital account number 599007 01 99999 .

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

Sincerely,

Mary E. Robison, P.E.
City Engineer

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

www.syr.gov.net

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7



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/06/22	Department:	Engineering
Project Name:	2021/22 Engineering GPS Equipment		
Project Cost:	\$25,500		
Contact Name:	Mary Robison, PE		
Project Description:	Purchase 1 GPS unit, associated equipment and service for the Mapping and Surveying Division.		

Projected Time Line & Funding Source(s)

Estimated Start Date: Summer 22 Estimated Completion Date: as required

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$25,500
Local Share: Bonds (complete schedule below)	\$0
State Aid/Grant (identify)	\$0
Federal Aid/Grant (identify) (TIP)	\$0
Other (identify) Syracuse University	\$0
Other (identify) Onondaga County	\$0
Total Project Funding (must equal cost):\$	\$25,500

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	0	\$0
2	0	\$0
3	0	
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ _____ \$0

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration: Sharon Owens Date: _____

Director of Management & Budget: [Signature] Date: 5-10-22

Commissioner of Finance: Michael Comarzo Date: 5/10/22

ORDINANCE RESCINDING ORDINANCE NO. 495 OF 2005 RELATIVE TO GRANTING A REVOCABLE PERMISSION TO DR. MICHAEL STIRPE TO MAINTAIN A GROUND SIGN AS WELL AS A STONE BASE ENCROACHMENT INTO THE WEST GENESEE STREET RIGHT-OF-WAY

WHEREAS, on September 26 2005 the City granted Dr. Michael Stirpe a revocable permission to maintain a ground sign as well as a stone base encroachment into the West Genesee Street Right-of-Way; and

WHEREAS, upon filing a duly acknowledged written acceptance of this permission with the office of the City Clerk, Dr. Stirpe agreed that the Common Council may terminate this permission upon thirty days (30) notice to the owner; and

WHEREAS, the City has determined the encroachment is required to be removed from the Right-of-Way to facilitate sidewalk improvements as part of the West Genesee Street Paving Project; NOW, THEREFORE,

BE IT ORDAINED, that Ordinance No. 495-2005 adopted by this Common Council on September 26, 2005, authorizing a revocable permission to Dr. Michael A. Stirpe to maintain a ground sign as well as a stone base encroachment in the West Genesee Street Right-of -Way, be and is hereby rescinded.

BE IT FURTHER ORDAINED, that Dr. Michael Stirpe must remove the encroachment and all associated elements from the West Genesee Street Right-of-Way on or before September 30th 2022 at no cost to the City subject to the following conditions:

1. That traffic shall be maintained at all times during the removal of the existing ground sign. The entire said work is to be protected by suitable guards and signal both by day

and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.

2. That Dr. Michael A. Stirpe, their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the removal of the existing ground sign.
3. That work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. The surface area in the R.O.W. disturbed as a result of the removal shall be restored accordingly with the suitable material to provide a safe surface to the public.
4. That the failure of Dr. Michael A. Stirpe to complete this work by the aforementioned date of September 30, 2022 will result in the City performing the work and charging the cost to the adjacent property owned by Dr. Michael A. Stirpe for collection by the Commissioner of Finance.
5. That all ordinances, rules and regulations of the City and its departments shall at all times be complied with including the Building Code of the City of Syracuse.
6. That Dr. Michael A. Stirpe, his successors and assigns, and agents shall obtain and keep in force during the removal of the sign, a general liability policy in the amount of \$2,000,000 naming the City of Syracuse as additional insured. A Certificate of said insurance shall be submitted to the Department of Engineering, 233 E. Washington Street, Room 401 City Hall, Syracuse, New York 13202.

7. Said Dr. Michael A. Stirpe shall, within thirty (30) days from the effective date of this ordinance, file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of Dr. Michael A. Stirpe, his successors and assigns, to do and conform to all conditions thereof.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

06 May 2022

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Ms. Patricia K. McBride
Office of the City Clerk
231 City Hall
Syracuse, New York 13202

Legislation Request – An Ordinance to Revoke Original Ordinance No. 495-2005 granting permission to Dr. Michael A. Stirpe to maintain a ground sign as well as a stone base encroachment into the West Genesee Street Right-Of-Way at 1628 West Genesee Street.

Dear Ms. McBride:

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

An Ordinance authorizing the City of Syracuse to Revoke Original Ordinance No. 495-2005 granting permission to Dr. Michael Stirpe to maintain a ground sign as well as a stone base encroachment into the West Genesee Street Right-Of-Way at 1628 West Genesee Street.

This department has reviewed, coordinated with other City departments and has determined the encroachment is required to be removed from the R.O.W. to facilitate sidewalk improvements to be constructed by the City of Syracuse under the City's West Genesee Street Paving Project. The encroachment & all associated elements shall be removed by the owner or the owner's contractor from the City's Right-Of-Way by September 30th, 2022 without cost to the City.

1. That traffic shall be maintained at all times during the removal of the existing ground sign. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
2. That Dr. Michael A. Stirpe, their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the removal of the existing ground sign..
3. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. The surface area in the R.O.W. disturbed as a result of the removal shall be restored accordingly with suitable material to provide a safe surface to the Public.

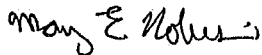
Department of Engineering
233 E. Washington St.
City Hall, Room 401
Syracuse, N.Y. 13202
Office 315 448-8200
Fax 315 448-8488

www.syr.gov.net

4. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
5. That Dr. Michael A. Stirpe, its successors, assigns, and agents shall obtain and keep in force until for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Department of Engineering, 233 E Washington Street, Room 401 City Hall, Syracuse, New York 13202.

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

Very truly yours,



Mary E. Robison, P.E.
City Engineer