

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(10/02)

REGULAR MEETING – OCTOBER 2, 2023

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 – (Led by the Pastor Abel Ramirez of Follower of Christ Church, Syracuse, New York)*
3. *Roll Call – (All Present – 9)*
4. *Minutes – September 18, 2023 – (Adopted 9 – 0)*
5. *Advertise Public Hearing – Relative to Agenda Item #10, “Authorize – The approval of a ten (10) year Cable TV Franchise Agreement (renewal) with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Spectrum is a direct subsidiary of Charter Communication, Inc. (“Charter”). Charter is the successor in interest to Time Warner Cable which was approved by the Mayor and the Common Council to operate the Cable TV Franchise through the adoption of Ord. #491-1997. Spectrum will continue to pay the maximum allowed by law (5% gross franchise fee) that is currently being collected and will be required to follow City permitting rules for operating within the right-of-way”. (Public Hearing was held on October 2, 2023, at 1:00 P.M.) (Marino Nave – In Opposition)*
6. *Petitions – (none)*
7. *Committee Reports – (none)*
8. *Communications – (From Benjamin Lockwood, Authorized Signatory for Creekside Landing LLC, a letter acknowledging the terms and conditions outlined in Ordinance #622-2023; From James Stevenson, President & CEO of Anoplate Corporation, a letter acknowledging the terms and conditions outlined in Ordinance #623-2023; From Tyler Swartz, a letter acknowledging the terms and conditions outlined in Ordinance #637-2023.)*

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NEW BUSINESS  
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BY PRESIDENT HUDSON:

- 9-0** 9. Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2023/2024. **25-R**

BY COUNCILOR GREENE:

- 9-0** 10. Authorize – The approval of a ten (10) year Cable TV Franchise Agreement (renewal) with Spectrum Northeast, LLC (Spectrum), to commence on the date of approval by the New York State Public Service Commission. Spectrum is a direct subsidiary of Charter Communication, Inc. (“Charter”). Charter is the successor in interest to Time Warner Cable which was approved by the Mayor and the Common Council to operate the Cable TV Franchise through the adoption of Ord. #491-1997. Spectrum will continue to pay the maximum allowed by law (5% gross franchise fee) that is currently being collected and will be required to follow City permitting rules for operating within the right-of-way. (Public Hearing was held on October 2, 2023, at 1:00 P.M.) **656**
- 9-0** 11. Agreement – With Spectrum Northeast, LLC (Spectrum) to accept a donation of studio equipment at an estimated value of \$4,500. Under the new City-Spectrum cable television franchise agreement, the requirement to maintain a public studio facility has been discontinued. The equipment will be free, but the City will incur the cost of removal, as detailed in the agreement. (Public Hearing to be held on October 2, 2023, at 1:00 P.M.) **657**
- 9-0** 12. Agreement – With Sarah Stephens d/b/a SS Funding and Procurement and Consulting Resources, LLC, for grant management services that includes researching, writing, reporting, and incorporating best practices to fulfill grant requirements to make the City attractive to funding institutions, for the period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$6,330 from (ARPA Funds) PeopleSoft Account #800051821. The Mayor waived the RFP process. **658**
- 9-0** 13. Approve – Settlement of Tax Certiorari Proceedings – 93 NYRPT, LLC vs. The Board of Assessors and the Board of Assessment Review of the City of Syracuse – Index Nos: 003000/2020, 003753/2021, 003237/2022, and 003723/2023, for the property located at 1931 – 1933 South Avenue & Valley Drive (Tax Map No.: 078.-15-31.0) relative to the assessed valued for Tax Years 2020/2021, 2021/2022, 2022/2023 and 2023/2024. **659**

- 9-0** 14. Approve – Settlement of Tax Certiorari Proceedings – 93 NYRPT, LLC vs. The Board of Assessors and the Board of Assessment Review for the City of Syracuse – Index Nos: 004048/2018, 003241/2019, 003017/2020, 003754/2021, 003245/2022, and 003714/2023, for the property located at 2430 – 2450 James Street & Forest Hill Drive (Tax Map No.: 024.-19-02.0) relative to the assessed value for tax years 2018/2019, 2019/2020, 2020/20201, 2021/2022, 2022/2023, and 2023/2024. **660**
- 9-0** 15. Authorize – The Department of Assessment to retain an appraiser (Colliers Valuation & Advisory Services, for the properties at 327 South Salina Street to Bank Alley and 329 South Salina Street to Bank Alley.) Total cost not to exceed \$7,500 charged to Account #13550.01.541500. **661**
- 9-0** 16. Correct Tax Rolls – (645 Park Avenue & North Geddes Street, and 306 North Geddes Street, to change the assessment roll for tax year 2023/2024) as detailed in Appendix “A”. **662**

BY COUNCILOR PANIAGUA:

- 9-0** 17. Amend – Ord. #202 (05/10/2021) “Application & Agreement - To and with the Centers of Disease Control (CDC), to implement its Community Health Workers for COVID Response and Resilient Communities Program (CDC), in an amount not to exceed \$700,000, to identify and train residents about COVID-19 vaccination facts and opportunities for immunization. The workers will assist in building and strengthening community resilience to fight COVID-19 and address existing health disparities in the City. No Local match required.” Amend to increase the amount not to exceed to \$1,799,436. All other terms remain the same. **663**
- 9-0** 18. Authorize - Memorandum of Understanding (MOU) between the City and the Cities for Financial Empowerment Fund, Inc, (CFE) to continue the use of CFE’s client data platform, and FEC counselor training, certification, and support, for a term ending August 31, 2025, as detailed in the MOU. There is no cost to the City. **664**

BY COUNCILOR GETHERS & COUNCILOR GREENE:

- 9-0** 19. Amend – Ord. #590 (06/20/2016), “Agreement – With MDS MT, LLC to lease and operate the Harrison Street Parking Garage, located at 607-677 Warren Street South and Adams Street East for the period of ten (10) years to expire June 30, 2026, with three (3) renewal options of five (5) years. The City will be compensated \$400,000 annually for each of the first five (5) years and \$450,000 annually for each of the next five (5) years”. Amend to extend the initial term to expire June 30, 2031 to accommodate the terms of a delinquent rent payment plan to address arrearage accrued by MDS MNT, LLC, to include two (2) five (5) year renewal options with the approval of the Mayor and Common Council, which will include an increase of \$558,336 in annual rent through June 30, 2026, and increase to \$608,328 from July 1, 2026 – June 30, 2031, the tenants would be responsible for repairs and maintenance. All other terms and conditions remain the same. **665**

- 9-0 20. Authorize – A payment agreement with MDS MS, LLC, for delinquent rent payment for real property commonly known as the Harrison Street Parking Garage, located at 601-677 South Warren Street, Tax Map #095.-01-01.1. The delinquent lease payment totals \$1,070,833 (exclusive of interest of \$53,541.67). In the agreement \$ 299,374.99 will be written-off (\$245,833.32-hardship, & \$53,541.67-interest) and will accept \$150,000 down payment, as detailed in the attachment. The remaining delinquent lease balance of \$675,000 will be amortized over the remaining term of the lease at an interest rate of 5.3%, as detailed in the legislation. Payments due on or before December 1, 2023. 666

BY COUNCILOR GETHERS:

- 9-0 21. Agreement – With Chuck It Haulers, for Supplemental Collection Services for Residential Solid Waste, on behalf of the Department of Public Works, for a period of one (1) year from the date of execution, with two (2) six-month renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$239,000 from Account #01.14910.540552. 667
- 9-0 22. Accept – From Syracuse Industrial Development Agency (SIDA) an amount not to exceed \$500,000, to undertake repairs and improvement to the Center Armory Garage, located at 218 West Jefferson Street. The City will be responsible for funding the remaining 50% cost of the repairs, charged to Account #599007.01.99999. 668
- 9-0 23. Amend – Ord. #838 (12/19/2022), “Agreement – With Syracuse Industrial Development Agency (SIDA) for the City to be responsible for the maintenance and management of the Center Armory Parking Garage located at 218 West Jefferson St, for the first of (2) one-year renewal option, effective December 1, 2022-November 30, 2023. The City will pay SIDA the sum of \$1 per year”. Amend to modify the last renewal period from one-year to a three (3) year period, from December 1, 2023-November 30, 2026. All other terms and conditions remain the same. 669
- 9-0 24. Bond Ordinance – Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2023/2024 Interstate Lighting Upgrades Program. Total amount not to exceed \$100,000. 670
- 9-0 25. Authorize – The 2023/2024 Interstate Lighting Upgrades Program, on behalf of the Department of Public Works, to replace end-of-lifespan and damaged interstate lighting equipment that is considered obsolete and past its useful life expectancy. Total cost not to exceed \$100,000. 671
- 9-0 26. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2023/2024 Street Lighting Legacy Pricing Exceptions Replacement Project. Total amount not to exceed \$200,000. 672

27. Authorize – The 2023/2024 Street Lighting Legacy Pricing Exceptions Replacement Project, on behalf of the Department of Public Works, to replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. Total cost not to exceed \$200,000. **673**
28. Purchase w/c/b – From J&J Equipment, LLC., miscellaneous Sewer Camera System repair service and parts, on behalf of the Department of Public Works, for the period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$25,000 charged to Account #06.81100.540710. **674**
29. Purchase w/c/b – From Spring City Electrical, Hapco, Inc., Fonroche Lighting America, and Quantela, street lighting decorative fixtures and poles, aluminum poles and arms, solar lighting assemblies, and sensors for lighting fixtures, on behalf of the DPW, for the period of July 1, 2023–June 30, 2024. Total cost not to exceed \$350,000 charged to various accounts, as detailed in the legislation. **675**
30. Authorize – An Intermunicipal Agreement with the Town of Dewitt, to assist with the operation of Dewitt Water Department, who no longer have a certified Water Plant Operator, for a period of one year from the date of execution, with two (2) twelve (12) month, renewal options with the approval of the Mayor and the Common Council. The terms and conditions are outlined in the legislation. **676**
31. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$1,500,000 to a Capital Account entitled 2023-2024 Lead Service Line Replacement/Inventory. **677**
32. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$250,000, to a Capital Account entitled 2023-2024 Facilities Securities. **678**
33. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$200,000, to a Capital Account entitled 2023-2024 Fire Hydrant Replacement. **679**
34. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$150,000 to a Capital Account entitled 2023-2024 PRV Pit Replacement. **680**
35. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$100,000 to a Capital Account entitled 2023-2024 Rehabilitation of Skaneateles Facilities. **681**
36. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$75,000 to a Capital Account entitled 2023-2024 Valve Repair and Replacements. **682**
37. Transfer Funds – From Water Cash Capital Account #05.99999.599805 in the amount of \$29,000 to a Capital Account entitled 2023-2024 Rehabilitation of Gate Houses, Pump Houses and Vaults. **683**

BY COUNCILOR HOGAN:

- 9-0** 38. *Application & Agreement – To and With United States Department of Energy (USDOE), under the Energy Efficiency and Conservation Block Grant (EECBG) program, in an amount not to exceed \$196,000, to implement high-impact, self-sustaining clean energy projects that center the needs of low-income and Disadvantaged Communities. If approved, funds will be used to focus on energy efficiency retrofits. There is no local match required.* **684**

BY COUNCILOR MAJOK:

- 9-0** 39. *Accept – From Catholic Charities of Onondaga County, a donation in the amount of \$22,474.09, to be used for the installation of COPS Cameras at their facility located at 1801 Erie Boulevard East. Funds will be deposited into Account #427051.01.* **685**
- 9-0** 40. *Agreement – With Dr. William Cross, to instruct training and consult with the Police Department’s Peer Support Team and Officer Wellness Program, for a period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$2,500 charged to Account #541500.01.31230. The Mayor waived the RFP process.* **686**
- 9-0** 41. *Agreement – With Dr. Rebeccah Bernard-Dunn, to instruct training and consult with the Police Department’s Peer Support Team and Officer Wellness Program, for a period of July 1, 2023–June 30, 2024. Total cost not to exceed \$2,500, from Account #541500.01.31230. The Mayor waived the RFP process.* **687**
- 9-0** 42. *Agreement – With Paradigm Polygraph Associates, LLC, to conduct polygraph examinations, on behalf of the Department of Police, as part of the recruit hiring process, for a period of July 1, 2023–June 30, 2024. Total cost not to exceed \$4,500 from Account #541500.01.31230. The Mayor waived the RFP Process,* **688**
- 9-0** 43. *Agreement – With Upstate Emergency Medicine, Inc., to engage medical professionals to support and oversee delivery of emergency medical services for the City during activations and trainings with the Special Weapons and Tactics (SWAT) team, on behalf of the Department of Police, for a period of five (5) years from the date of execution. Total cost not to exceed \$10,000 for 2023/2024, from Account #541500.01.31230.* **689**
- 9-0** 44. *Agreement – With SST, Inc., for ShotSpotter gunfire location, alert, and analysis services related to Phase II-Northside Expansion, effective for the period of one (1) year from March 2, 2023-March 1, 2024. Total cost not to exceed \$149,800, charged to Account #540530.01.31220. The Mayor waived the RFP process.* **690**

45. *Appropriate Funds – From the 2023/2024 Unallocated Cash Capital Account #599007.01.99999, in an amount not to exceed \$3,037,500, for Vehicles for the Department of Police, as detailed in Appendix “A”.* **691**
- 9-0
46. *Authorize – An Intermunicipal Agreement with Onondaga County, to provide two (2) Outreach Workers for Persons in Crisis (“PIC”) calls. The Police Department will refer appropriate individual to the team, the outreach team will assess, design plans for and refer individuals to the appropriate and desired services, which includes mental health services, substance abuse services, victim services, emergency departments, hospitals, homeless shelters, and respite care. The effective date will be November 1, 2023-June 30, 2024. Total cost not to exceed \$180,000 charged to Account #541500.01.31230. as detailed in the legislation,* **692**
- 9-0
47. *Purchase w/c/b – From Airworx LLC, a Transcend Tactical Vantage Robot with remote burn safe payload and related accessories, for the Department of Police Emergency Response Team, for the period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$50,000 charged to the 2020 NYS DHSES Tactical Team Grant, Account #599802.02.31225 and Account #520620.01.31230.* **693**
- 9-0
48. *Purchase w/c/b – From Zistos Corporation, a thermal imaging pole camera and a dual view “under the door” camera, on behalf of the Department of Police, for the period of July 1, 2023 – June 30, 2024. Total cost not to exceed \$40,000 charged to the 2020 NYS DHSES Tactical Team Grant, Account #599802.02.31225.* **694**

BY COUNCILOR ALLEN

49. *Application & Agreement – To and With the Preservation League of New York State, for a Technical Assistance Grant, in an amount not to exceed \$5,000, to be used for an architectural feasibility/reuse study or limited condition assessment, to help determine a potential project scope and limitations for any future restoration project of the Stone Milhouse Building in Elmwood Park. There is a required local match of 20% or \$1,000 to be charged to Account #71400.01.541500.* **695**
- 9-0
50. *Approve – An installation of an Honorary Street Sign in recognition of Michael Yorton, whose unique vision made him a legendary figure in the City of Syracuse. Yorton operated the Blue Tusk in Center Armory with his father, Tim, and other family members from 1992 until 2022. Blue Tusk won many accolades over the years. In 2008, national magazine “All About Beer” ranked the Blue Tusk No. 48 in its list of “Top 125 Places in the world to have a beer”, ahead of bars in London, Dublin, Munich, and New York City. Yorton is remembered for creating his own community and making many people’s lives more enjoyable.* **H**

(SUPPLEMENTAL AGENDA – OCTOBER 2, 2023)  
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR MAJOK; PRESIDENT HUDSON & ALL COUNCILORS:

- 9-0** 51. Resolution – In recognition of Governor Kathy Hochul for legislation that designates the Asian Lunar New Year as a public-school holiday, an important step in acknowledging the contributions of the Asian American and Pacific Islander Communities to the rich cultural diversity of New York State. **26-R**

Syracuse Common Council  
Adjourned at 1:22 PM



Ordinance No.

2023

**ORDINANCE APPROVING A CABLE  
TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND  
SPECTRUM NORTHEAST LLC FOR TEN YEARS  
COMMENCING UPON THE DATE OF  
APPROVAL BY THE NEW YORK STATE  
PUBLIC SERVICE COMMISSION**

WHEREAS, an application has been duly made to the Common Council of the City of Syracuse, County of Onondaga, New York, by Spectrum Northeast, LLC, (“Spectrum”) an indirect subsidiary of Charter Communications, Inc. (“Charter”), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057, for the approval of a renewal agreement for Spectrum’s cable television franchise for ten (10) years commencing with the date of approval by the New York State Public Service Commission; and

WHEREAS, following notice of a public hearing, which was duly published in the Syracuse Post-Standard, the Common Council held a public hearing on the application on October 2, 2023;

WHEREAS, the Common Council has determined that Spectrum has the technical ability, financial condition, and character necessary to operate a cable television system within the City of Syracuse; and

WHEREAS, franchise renewal agreement would bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings;

NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a non-exclusive franchise renewal agreement with Spectrum pursuant to the following:

- (1) the Common Council hereby approves Spectrum's application for a franchise renewal agreement and for the operation and maintenance of a cable television system within the City of Syracuse and on and under its streets (and adjacent public areas) in accordance with, and pursuant to the attached terms and conditions, provisions and limitations of the proposed franchise agreement attached hereto and on file with the City Clerk; and
- (2) the Common Council finds that Spectrum Northeast, LLC has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
- (3) the Common Council finds that Spectrum Northeast, LLC has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
- (4) the Common Council finds that Spectrum Northeast, LLC can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

; and

BE IT FURTHER ORDAINED, that the Common Council of the City of Syracuse hereby grants the cable television franchise of Spectrum Northeast, LLC for ten (10) years commencing with the date of approval by the Public Service Commission and expiring ten (10) years; hence.

**FRANCHISE AGREEMENT**

**BETWEEN**

**THE CITY OF SYRACUSE**

**AND**

**SPECTRUM NORTHEAST, LLC**



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**AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SPECTRUM NORTHEAST, LLC  
GRANTING RENEWAL OF THE CABLE COMMUNICATIONS SYSTEM FRANCHISE**

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Syracuse, New York, as follows:

**SECTION 1. GRANT OF FRANCHISE**

1.1 Grant. The City of Syracuse, New York (hereinafter called the "City") hereby grants to Spectrum Northeast, LLC, a subsidiary of Charter Communications, Inc. (hereinafter "Franchisee") a renewed non-exclusive Franchise to operate a Cable System in the City, and to use the streets and public ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be appurtenant to said Cable System, subject to the terms and conditions of this agreement, and applicable law.

1.2 Term. The Franchise granted hereby shall expire ten (10) years after its Effective Date unless lawfully terminated in accordance with its terms or other applicable law or altered in accordance with Section 16.

1.3 Effective Date. This Franchise shall become effective upon the issuance of a Certificate of Confirmation by the New York Public Service Commission or as otherwise directed by the Public Service Commission.

1.4 Franchise Area. The Franchise area for which this Franchise is granted consists of all areas located within the Syracuse City limits, as they exist on the Effective Date of the Franchise, as well as any areas which are annexed by the City during the term of this agreement.

1.5 Effect of Acceptance. By accepting the Franchise, the Franchisee: (a) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (b) agrees that it will not oppose intervention by the City in any proceeding affecting the enforcement of the City's rights under this Franchise; (c) accepts and agrees to each and every provision contained herein; and (d) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and agrees that it will not raise any claim or defense to the contrary.

1.6 Rights Reserved. The City reserves the right to adopt, in addition to the provisions contained in this Franchise, such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations are reasonable, not materially in conflict with the privileges granted in the Franchise, and consistent with applicable law. In entering into this Agreement, the City does not waive the right to exercise its police or other powers and Franchisee does not waive its right to challenge such exercise to the degree permitted by applicable law. The Franchisee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance.

1.7 Affiliates Must Comply. Any affiliate or joint venture or partner of the Franchisee involved in the management or operation of the Cable System in the City that would constitute a cable operator of the Cable System is subject to the limitations of, and shall comply with the terms and conditions of, this Agreement. The Franchisee shall be fully liable for any act or omission of an affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System to the extent that such act or omission results in a breach of this Agreement as if the act or omission was the Franchisee's act or omission.

1.8 Continuing Administration. The Mayor, or his or her designee, is responsible for the continuing administration of the Franchise.

## SECTION 2. SHORT TITLE AND DEFINITIONS

2.1 This Franchise Agreement shall be known and be cited as the "City of Syracuse and Charter Franchise Agreement." The following terms, phrases, words and their derivations have the meaning given herein.

**"Basic Cable Service"** shall refer to any service tier, which includes the retransmission of local television broadcast, as defined by applicable law.

**"Cable Act"** shall refer to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, and as it may be further amended during the term of the Franchise.

**"City"**, when used to refer to a geographic area, means the City of Syracuse, a political subdivision of the State of New York, in its present incorporated form or in any later recognized, consolidated, enlarged, or reincorporated form; when used to refer to an action taken by an entity, the term refers to the governing body of the City of Syracuse or any entity authorized to act on its behalf.

**"Franchise Agreement"** or **"Agreement"** shall refer to this contract between the City and the Franchisee.

**"Franchisee"** means Spectrum Northeast, LLC, the entity to which this Cable Franchise is granted by the Syracuse Common Council, and its lawful and permitted successors, assigns, and transferees.

**"Gross Revenues"** means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Franchisee derived from the operation of the cable system to provide cable service in the City. Gross Revenues shall not include any taxes on services or equipment furnished by Franchisee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Franchisee that Franchisee is required to expend for promotional activities.

**"Interconnect"** or **"Interconnection"** means the provision by Franchisee of technical, engineering, physical, financial, and all other necessary components to provide and adequately maintain a physical linking of Franchisee's Cable System with any other designated Cable System or any separate communications network so that cable services of technically adequate quality may be sent to and received from such other systems to the extent required by this Franchise.

**"Normal Business Hours"** means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

**"Other Programming Service"** means a cable service, other than a video programming service, that a cable operator makes available to all subscribers generally.



**"Signal"** means any analog or digital electrical or light impulses carried on the Cable System, whether one-way or bidirectional.

2.2 All words appearing in this Agreement which are identical to the words defined in Section 2.1 shall have the meanings set forth in Section 2.1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given, the meaning set forth in the Cable Act, and, if not defined therein, shall be given their common and ordinary meaning.

### SECTION 3. FRANCHISE -- LIMITATIONS

3.1 The Franchise does not confer rights other than as provided by this Franchise Agreement or by federal or State law.

3.2 No privilege or exemption is granted or conferred except those specifically prescribed herein.

3.3 The City may delegate its authority except as prohibited by State law.

3.4. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or State law.

3.5 Nothing in this Franchise Agreement shall be read to create an expectancy of renewal or to in any respect entitle the Franchisee to renewal or extension of this Franchise, except as provided by applicable law. Franchisee does not waive and expressly reserves all rights that it has under applicable law concerning the renewal of the Franchise.

### SECTION 4. NON-EXCLUSIVE FRANCHISE AND COMPETITION ENCOURAGED

4.1. This Franchise Agreement and the right it grants to use and occupy the public right of way is not exclusive and does not explicitly or implicitly preclude the issuance of other franchises to operate Cable Systems within the City, affect the City's right to authorize use of the public right of way by other persons to operate Cable Systems, or affect the City's right to itself construct, operate or maintain a Cable System; provided, however, that no person, including the City, may construct, operate or maintain a Cable System in the City without a cable franchise.

4.2 In the event that, after the Effective Date of the Franchise, the City grants a franchise to another person or persons to use and occupy the public right of way for the purpose of operating a cable system, the material terms and conditions of such additional franchise or franchises shall be reasonably comparable to the materials terms and conditions of the Franchise, subject to any applicable legal limitations on the City's regulatory authority.

4.3 If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the City or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the City, the City shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Franchisee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Franchisee, City shall, within

sixty(60) days of a written request from Franchisee, modify this Franchise to ensure that the corresponding obligations applicable to Franchisee are no more costly or burdensome than those imposed on the new competing provider. Any such amendment be made in writing, signed by the City and the Franchisee, and approved by the NYPSC. If the City fails to make modifications consistent with this requirement, the City agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Franchisee shall have the right and may choose to have this Franchise with the City be deemed expired thirty (30) days after written notice to the City. Nothing in this Franchise shall impair the right of the Franchisee to terminate this Franchise and, at Franchisee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 4.3 shall be deemed a waiver of any remedies available to Franchisee under federal, State or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

4.4 Notwithstanding any other provision in this Franchise, in the event any change to State or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the City, then Franchisee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Franchisee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the Effective Date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

#### SECTION 5. NO WAIVER

5.1 The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise Agreement or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

5.2 Waiver of a breach of this Franchise Agreement is not a waiver of any similar or different breach. Neither the granting of this Franchise nor any provision herein shall constitute a waiver or bar to the City's police power, including without limitation the right of eminent domain, except to the extent that the exercise of such power has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

#### SECTION 6. CUSTOMER PROTECTION

##### 6.1 Sale of Subscriber Lists and Personalized Data.

A. The Franchisee shall be subject to the provisions of federal and State law regarding limitations on the Franchisee's collection and use of personally identifiable information and the protection of subscriber privacy.

B. The City retains all rights that it may have on the Effective Date of the Franchise to adopt generally applicable and non-discriminatory consumer/customer protection laws. The Franchisee retains all rights it may have to challenge any such future laws and applications.

## 6.2 Maintenance and Complaints.

A. The Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

B. The Franchisee shall maintain a repair force of technicians sufficient to comply with this Franchise under normal operating conditions and to respond to subscriber complaints, loss of service, or requests for service. The Franchisee shall have in place at all times the equipment necessary to locate and correct Cable System malfunctions.

C. All subscribers and members of the general public in the City may direct complaints and inquiries regarding the Franchisee's service or performance to the City. The Franchisee shall designate a contact person to liaison with the City relative to complaints. The Franchisee has designated its Director of Government Affairs as the liaison with the City. The Franchisee's good faith or lack thereof in attempting to resolve complaints in a fair and equitable manner will be considered in connection with any renewal application filed by the Franchisee consistent with applicable law.

## 6.3 Non-discrimination and Equal Employment Opportunity.

A. Throughout the term of this Franchise, the Franchisee shall fully comply with the equal employment opportunity requirements of federal and State laws and, in particular, FCC rules and regulations relating thereto. Upon request by the City, the Franchisee shall furnish the City a copy of the Franchisee's annual statistical report filed with the FCC, along with proof of the Franchisee's annual certification of compliance, provided the City agrees to maintain the information as confidential and confirms that it has the power and authority to do so under applicable law.

B. The Franchisee shall not, in its rates or charges, or in the availability of the services or facilities of its Cable System, or in any other respect, make or grant illegal preferences or advantages to any subscriber, potential subscriber, or group of subscribers or potential subscribers, nor shall the Franchisee subject any such persons or group of persons to any illegal prejudice or any disadvantage. The Franchisee shall not deny, delay, or otherwise burden service or discriminate against subscribers within its franchise area in accordance with applicable law. Different rates may be offered to commercial or bulk rate subscribers and Franchisee shall have the authority to offer discounts and promotional rates.

C. The Franchisee shall not deny cable service to any group of potential subscribers because of the income of the residents of the area in which the group resides.

D. The Franchisee shall ensure that its services are accessible, as far as reasonably practical, to people with disabilities by complying with all applicable federal and State laws with respect to service to persons with disabilities.

6.4 Parental Control Device. Upon request, the Franchisee shall provide parental control devices to any subscriber consistent with applicable law.

6.5 Upon consent of the subscriber, any bill, notice or other communication provided or issued by Franchisee to any subscriber may be provided or issued solely by electronic means.

## SECTION 7. SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

### 7.1. Cable System Design and Functionality

A. As of the Effective Date of this Agreement, the Franchisee operates, maintains and makes available to all residents of the City its existing 750 MHz Cable System fed by means of fiber optic cable deployed from the Franchisee's Headend to Franchisee's fiber optic nodes, tying into Franchisee's coaxial Cable System serving subscribers. Said Cable System is fully capable of carrying 162 or more activated video programming channels in the downstream direction.

B. For as long as general practice in the industry and by the Franchisee, the Franchisee shall transmit all of its Signals to subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

C. For as long as general practice in the industry and by the Franchisee, two-way activated capacity supporting interactive services, including but not limited to digital video recorders, shall be operated and maintained in the Cable System.

D. For as long as general practice in the industry and by the Franchisee, the Headend shall have 24-hour backup power supply.

E. The Cable System delivers, and, for as long as general practice in the industry and by the Franchisee, shall continue to deliver HDTV signals throughout the term of this Agreement.

F. Franchisee shall install and maintain necessary equipment to ensure that all closed captioning programming received by the Cable System shall include the closed caption signal so long as the closed caption signal is provided consistent with FCC standards.

G. The Franchisee shall comply with all applicable State and federal laws, as they may from time to time be amended, concerning system compatibility with subscribers' consumer electronics equipment.

### 7.2. Interconnection.

A. Interconnection of Cable System. On the Effective Date of this Agreement, the Cable System operated by the Franchisee serving the City of Syracuse also serves several other neighboring municipalities which are served from a common headend and are physically and functionally interconnected.

B. Franchisee Not a Common Carrier. Nothing in this Agreement shall be deemed to require the Franchisee to assume the status of a common carrier as defined under applicable law.

### 7.3 Performance Testing.

A. Franchisee shall perform the following tests on its Cable System:

1. All semi-annual compliance and proof of performance tests required by the FCC, if any; and

2. Cable System tests at intervals required by FCC regulations, if any.

B. Franchisee shall maintain written records of all results of its Cable System tests as required by the FCC, if any. Such test results shall be available for inspection by the City upon request.

C. Such tests may be witnessed by representatives of the City. Upon request of the City, the Franchisee shall inform the City of the time and place of testing. The City may conduct independent tests of the system for which the Franchisee shall give its fullest cooperation provided that testing does not unreasonably interfere with the operation of the system. Franchisee shall be required to take prompt corrective measures to correct any system deficiencies and to prevent their recurrence.

7.4 System Inspections. Upon thirty (30) days notification to the Franchisee, the City may inspect the Franchisee's Cable System in the right-of-way, the headend and any construction or installation work performed under this Franchise in order to determine compliance with the Franchise Agreement and applicable federal, State and local laws.

7.5 Other Construction Procedures. The Franchisee:

A. shall follow a Cable System design and construction plan consistent with its obligations under this Franchise;

B. shall use equipment of good and durable quality;

C. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall notify City residents in any construction area at least one day in advance before first entering onto property to perform any work in conjunction with Cable System construction, and shall additionally notify affected residents in advance of any work which will involve excavation, replacement of poles, or tree trimming;

D. shall ensure that any contractor or subcontractor used for work and construction, operation, or repair of Cable System equipment must be properly licensed under laws of the State and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as Franchisee would have under this Agreement and applicable law if the work were performed by Franchisee;

E. shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise Agreement and applicable law, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program to ensure that the work is properly performed (this section is not meant to alter tort liability of Franchisee to third parties);

F. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available for inspection as-built and design maps in the electronic format currently used by the City (ArcGIS) or other mutually agreeable format for the City's review at the local office of the Franchisee after the completion of system construction in any geographic area; this information shall be maintained as confidential; and

G. to the extent required of utilities and other users of the public right-of-way under the generally applicable rules of the City, Franchisee shall make available to the City, upon request and subject to the confidentiality provisions of Section 16.2, maps showing the actual location of additions or extensions to its lines within thirty (30) days of completion of Cable System construction in any geographic area.

#### 7.6 System Maintenance.

A. Interruptions to be Minimized. Whenever feasible, the Franchisee shall schedule maintenance so that activities likely to result in an interruption of service are performed during periods of minimum subscriber use of the Cable System. The Franchisee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

B. Maintenance Practices. In addition to its other obligations, the Franchisee shall: (a) use replacement components of good and durable quality, with characteristics better or equal to replaced equipment; and (b) follow corporate maintenance standards.

7.7 System Performance. The Cable System shall meet or exceed the FCC technical standards which standards are currently found in 47 C.F.R. 76 subpart K ("FCC Standards"), as those standards may be in effect at all times. If the City is granted authority to establish standards, such standards may be amended or added to this Franchise consistent with the procedures in Section 18.2 of this Franchise.

7.8 Future System Upgrades/Rebuilds. The Franchisee may provide additional or new facilities and equipment, expand channel capacity, and otherwise upgrade or rebuild its Cable System throughout the Franchise term as required to incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

#### 7.9 Service Availability.

A. The Franchisee shall construct, operate, maintain and upgrade its Cable System so that it is able to provide service to all areas located in the Franchise Area described in Section 1.4 within the City as it existed on the Effective Date of this Agreement subject to Section 7.10.B. The Franchisee must build the Cable System so that it can extend service to any Person, including any Person located in areas which may be added to the current Franchise area as defined in Section 1.4 of this Agreement, in accordance with Section 7.10.B. herein.

B. System Extension Requirements-Cost Sharing. In portions of the Franchise Area where density is less than twenty (20) homes per linear strand mile of aerial cable as measured from Franchisee's closest technologically feasible tie-in point (as established by Franchisee in its reasonable discretion, taking into account its cable service delivery network architecture) that is actively delivering Cable Service, Franchisee shall extend its plant if the Person or Persons requesting service pay a contribution in aid of construction as calculated pursuant to NYPSC regulations.

C. Rebate of Cost. During a five-year period commencing at the completion of a particular line extension, pro rata refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Franchisee shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at

that same address and who has not informed the company of the subscriber's address. This provision shall be in effect if the similar requirement in NYPSC regulations remains in effect.

D. Subscriber Drops. Where a drop exceeds one hundred fifty (150) feet in length, the Franchisee may charge the subscriber for the difference between the Franchisee's actual costs associated with installing a one hundred fifty (150) foot drop and the Franchisee's actual cost of installing the longer drop.

E. Undergrounding of Drops. In any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the subscriber the option to have the drop installed underground, but may charge the subscriber the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.

F. Time for Extension. The Franchisee shall extend service as described herein to any Person who requests it:

1. If the Person is located in the Franchise area and service can be provided by activating or installing a drop to that location, service shall be provided within seven (7) days of the request;

2. In cases of new construction or property development where utilities are to be placed underground, the City agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Franchisee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Franchisee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Franchisee.

3. The City shall promptly provide written notice to the Franchisee of its annexation of any territory which is being provided Cable Service by the Franchisee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the City, subject to the conditions set forth below and Section 6.1 above. The City shall also notify Franchisee in writing of all new street address assignments or changes within the Franchise Area. Franchisee shall within ninety (90) days after receipt of the annexation notice, pay the City franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the City if the City has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Franchisee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Franchisee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Franchisee shall not be liable for franchise fees on annexed areas unless and until Franchisee has received notification and information that meets the standards set forth in this section.

7.10 Public, Educational, and Government Use

A. Designated Access Providers.

1. Subject to applicable laws and regulations, the City shall determine the use of each access channel whether for public, education, or government or any combination thereof and shall designate PEG Access providers ("Designated Access Providers") including to itself, to control and manage the use of any or all of the access channels and/or resources provided by the Franchisee under this Agreement.

B. PEG Access Channel Capacity. Franchisee shall provide PEG access channels as required by NYPSC regulations.

1. Each PEG channel signal distributed by Franchisee shall include video, accompanying audio, and closed captioning (if supplied by the City), related to the PEG programming being exhibited. The PEG signal must be available to all cable service subscribers. The Cable System, including the PEG Access Channels, shall meet or exceed the FCC's technical standards set forth in 47 C.F.R. 76 Subpart K.

C. Requirements Regarding Rules and Procedures for use of PEG Access Channels.

1. Consistent with applicable law, the Franchisee may not exercise any editorial control over the content of programming on the designated PEG Access Channels.

2. PEG Access Channels shall be for noncommercial uses only.

D. Promotion. In order to help develop and maintain (a) awareness of the PEG Access resources and services, and (b) viewership of the PEG Access channels by City cable subscribers, the Franchisee shall, throughout the term of this Agreement, provide the following promotional services free of charge to the City or its Designated Access Provider(s)

1. If Franchisee itself produces an on-screen guide for programming lists, Franchisee shall display the PEG Access Channel listings on the electronic on-screen channel listings in the same manner as it displays all other programming on the system, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. On the Effective Date of the Franchise and for so long as the Franchisee carries an on-screen program guide service produced by a third party, the Franchisee shall provide contact information for such programming guide service to the City or its Designated Access Provider(s) to facilitate the delivery of the program information to the Franchisee's third-party programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party guide service provided that if the listing is carried in portions of Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

2. On the Effective Date of this Franchise, the Franchisee does not provide a print guide to subscribers. If the Franchisee produces a print guide which it provides to subscribers at any time during the term of this Franchise, the Franchisee shall list the PEG program schedule information in the same manner as the program schedule information for other cable channels is listed, to the extent Franchisee or its designee is provided the same level of information about PEG programming as is provided by other channels. If the Franchisee provides to subscribers a print guide produced by a third party, it shall provide contact information to the



City or its Designated Access Provider to facilitate the delivery of program information to the Franchisee's third party printed programming guide service. Franchisee will not object to listing PEG Access Channel in the third-party print guide service provided that if the listing is carried in portions of the Franchisee's system on which the PEG access channel programming will not be carried, the limited geographic carriage will be noted on the listing.

E. PEG Channel Locations.

1. Subject to applicable law, the PEG Access Channels may be located on Basic Service tier and placed within reasonable proximity to each other and available at no charge to the City and its Designated Access Providers.

F. Fire Department Training Channel. On the Effective Date of this Franchise, the Franchisee was providing a channel for the exclusive use of the Fire Department for training and education purposes. The Franchisee has incorporated a scrambling system and provides the necessary devices by which the Fire Department Training Channel can be discretely broadcast to and viewed at the Fire Department locations listed in Exhibit A.

Franchisee will continue to provide a channel and all necessary functionality and converter boxes necessary for the exclusive use of the Fire Department for training and education purposes until the Fire Department terminates the use of the channel, or the current functionality of the Fire Department training channel is no longer operational. Franchisee shall not be required to repair or replace existing equipment to maintain the functionality of the Fire Department training channel. In the event Franchisee determines that it cannot or will not support the functionality of the Fire Department training channel, Franchisee will provide the Fire Chief and Mayor's Office thirty (30) days' written notice if such determination is within Franchisee's control or discretion.

G. General.

1. If Franchisee makes changes to its Cable System that necessitate modifications to PEG signal transmission facilities and equipment (including but not limited to the upstream paths), Franchisee shall provide thirty (30) days advance notice of such changes to the City and its Designated Access Providers.

7.11 No City Control. During the term of this Franchise, the City may not prohibit the Franchisee from providing any program or class of programs, or otherwise censor communications over the Cable System, except that nothing in this section shall be read to authorize the Franchisee to engage in communications which are prohibited by law.

7.12 Emergency Alert System.

A. The Franchisee shall install and maintain an Emergency Alert System (EAS) fully compliant with FCC requirements (47 C.F.R. Part 11) and NYPSC rules (Section 896.5).

SECTION 8. CONSTRUCTION STANDARDS

8.1. This Franchise does not confer the right to place or maintain facilities in any particular location, or in any particular manner, or at all times in the rights of way or any other property occupied pursuant to this Franchise.

A. Franchisee agrees that its occupation of the rights of way and such property is subject to the supervision and control of the City and applicable law. Franchisee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the City as to other public utility companies and other entities operating in the Franchise Area. The City shall cooperate with the Franchisee in granting any permits required, providing such grant and subsequent construction by the Franchisee shall not unduly interfere with the use of such Streets.

B. Subject to applicable law, Franchisee agrees, at its expense, to move, relocate or remove its facilities as directed by the City in the exercise of its police powers; agrees that should it fail to do so within a reasonable time of receiving written notice of the need to relocate or remove, the City may perform the work required and Franchisee shall pay the reasonable cost thereof; and agrees that in the event of emergency, the City may move, relocate or remove Franchisee's facilities without notice to Franchisee. Any work performed by the City shall adhere to the same construction codes, standards and practices as are applicable to Franchisee under this Agreement. Except as specifically stated, any action the Franchisee may be required to take shall be at Franchisee's expense to the extent all other users of the rights-of-way are responsible for the similar costs related to relocation of their facilities. Nothing in this Franchise shall prohibit or hinder the City from its right to perform or carry out public works or public improvements. Franchisee shall repair or replace any City property damaged by the Franchisee and shall relocate its system if directed by the City. Franchisee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the City shall make application for such funds on behalf of the Franchisee.

C. The construction, installation, operation, and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with, to the extent applicable, the following safety, construction, and technical specifications, codes and standards:

1. Occupational Safety and Health Administration (OSHA) Safety and Health Standards;
2. National Electrical Safety Code (NESC);
3. Obstruction Marking and Lighting, AC 70/7460, i.e., Federal Aviation Administration;
4. Construction, Marking and Lighting of Antenna Structures, FCC Rules 47 C.F.R. Part 17;
5. all federal, State and municipal construction requirements, including FCC Rules and Regulations and environmental regulations;
6. all building and zoning codes, and all land use restrictions and local safety codes; and,
7. State or local standards for Vehicular Traffic Control.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as those standards, if followed, would result in a Cable System which could not meet requirements of applicable law; and except for such minor modifications as are typical in the industry). The City may adopt reasonable additional standards after consultation with the Franchisee as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards which may occur during the Franchise term.

## SECTION 9. RATE REGULATION

9.1 For rates subject to regulation by the City, all cable service and equipment charges to subscribers shall be uniform throughout the franchise area as required by applicable law, with a written schedule of fees for all services offered available upon request. The Franchisee hereby agrees to provide each new subscriber with prices and options for programming services and conditions of subscription to cable service and equipment.

9.2 The City may not regulate Franchisee's rates and charges, except as permitted by federal law. The Franchisee shall continue to provide Basic Cable Service, subject to applicable law.

9.3 The Franchisee will notify subscribers of any proposed increase at least thirty (30) days before said increase is to become effective in writing and/or through on-screen in the manner required by PSC rules or other applicable law.

## SECTION 10. FRANCHISE FEES

10.1 The Franchisee shall pay to the City an amount equal to five percent (5%) of the Gross Revenues. In the event that applicable federal and State laws and regulations are amended so that a different stated maximum percentage franchise fee rate is established, or so that a different maximum revenue base on which franchise fees may be imposed is established, then the amended rate and/or amended revenue base shall apply under this Franchise if approved by the City of Syracuse City Council after a public hearing and upon sixty (60) days prior written notice to Franchisee.

10.2 If Cable Services subject to the Franchise Fee required under this Section 10 are provided to subscribers for a bundled charge in conjunction with non-cable services, Franchisee shall allocate revenue between Cable Services and non-cable services in a manner consistent with generally accepted accounting principles and not in a manner designed for the purpose of evading or substantially reducing Franchisee's Franchise Fee obligations to the City.

10.3 Franchise Fee payments due to the City under this provision shall be computed at the end of each calendar quarter and shall be due and payable no later than forty-five (45) days after the end of the calendar quarter. Each payment shall be accompanied by a statement of gross revenue for the quarter in connection with the operation of the Franchisee's Cable System in the City and a report showing the basis for computation of fees.

10.4 No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Franchise by the Franchisee, including but not limited to interest.

10.5 The Franchisee shall submit to the City a late fee on any Franchise Fee payment that is submitted after the due date as described in Section 10.3, except that the Franchisee shall be granted a five day "grace" period. Any Franchise Fee payment submitted after the five-day grace period shall be subject to a late fee. The late fee shall be interest at the rate of prime plus 1%.

10.6 The Franchise Fee shall be paid in addition to taxes, fees, charges, or assessments required by the City, State, or federal law unless such fee, charge, or assessment falls within the definition of a Franchise Fee under the Cable Act. Payments, if any, made in support of PEG Access capital, do not fall within the definition of Franchise Fee under the Cable Act, consistent with 47 U.S.C. § 542(g)(2)(c). Payments, if any, in support of PEG Access capital required by this Franchise shall not be included in the computation of Franchise Fees.

10.7 Audits to verify Franchise Fee payments for periods of up to six years may be conducted by the City. Franchisee will provide the records required by the City to conduct the audit in an electronic format.

10.8 When the Franchise terminates for any reason (other than through the issuance of a renewal or superseding Franchise), the Franchisee shall file with the City within ninety (90) calendar days of the date its operations in the City cease, a financial statement, certified by a certified public accountant or the Franchisee's chief financial officer, showing the gross revenues received by the Franchisee since the end of the previous fiscal year. Adjustments will be made at that time for Franchise Fees due to the Date that the Franchisee's operations under the terminated Franchise ceased.

10.9 The amount of franchise fees paid by Franchisee and the method of calculation of those franchise fees shall be competitively neutral and apply to all cable operators granted a franchise in the City of Syracuse.

#### SECTION 11. PROTECTION OF CITY AND ENFORCEMENT -- PERFORMANCE BOND

11.1 The Franchisee shall establish in the City's favor a performance bond in an amount of \$100,000.

11.2 The City may make a claim against the performance bond to satisfy any final judgment awarded by a court of competent jurisdiction against Franchisee related to Franchisee's failure to complete Cable System construction, upgrade, or rebuild in a safe, timely, and competent manner in accordance with the provisions of this Franchise, applicable law, and permits, or failure to comply with its obligations under this Franchise.,

11.3 The performance bond shall contain the following endorsement or a similar endorsement acceptable to the City:

"This bond may not be canceled or allowed to lapse until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

SECTION 12. PROTECTION OF CITY AND ENFORCEMENT -- APPROVAL OF SURETIES:  
RELATION TO OTHER REMEDIES

12.1 The insurance and bonds, required by this Franchise shall be issued, respectively, by an insurer and financial institution authorized to transact business in New York and reasonably acceptable to the City.

12.2 Recovery by the City of any amounts under this Franchise shall not in any respect limit the Franchisee's duty to indemnify the City for any amounts due the City; nor shall recovery of any amounts in any respect prevent the City from imposing penalties under New York law, or exercising any other right or remedy it may have under the Franchise or at law or equity.

SECTION 13. TERMINATION, REVOCATION, FORFEITURE

13.1 In addition to all other rights, powers, and remedies reserved by the City, the City shall have the additional, separate, and distinct rights to revoke the Franchise, or to shorten the term of the Franchise to a period not shorter than thirty-one (31) months from the date of the City's action shortening the term, or if the remaining term is thirty-six (36) months or less, half the remaining Franchise term, if:

- A. the Franchisee defrauds or attempts to defraud the City or subscribers, or intentionally submits materially misleading information to the City;
- B. the Franchisee violates any material provision of the Franchise; or
- C. the Franchisee abandons its Franchise (the Franchisee shall be deemed to have abandoned its Franchise if it willfully refuses to operate the Cable System as required by its Franchise, when there is no event beyond the Franchisee's control that prevents the operation of the Cable System, and where operation would not endanger the health or safety of the public or property).

13.2 Before taking action under 13.1. the City shall comply with the following processes:

(a) Notice of Violation. If the City believes there is a basis to act under Section 13.1, the City shall first informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the City shall notify the Franchisee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

(b) Franchisee's Right to Cure or Respond. The Franchisee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the City, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

(c) Public Hearing. If the Franchisee fails to respond to the Violation Notice received from the City, or if the default is not remedied within the cure period set forth above, the City Common Council shall schedule a public hearing if it intends to continue its investigation into the default. The City shall provide the Franchisee at least sixty (60) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. At the hearing, the Common Council shall give the Franchisee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not

the Franchise shall be revoked or shortened. The public hearing shall be on the record and a written transcript shall be made available to the Franchisee within ten (10) business days. The decision of the Common Council shall be made in writing and shall be delivered to the Franchisee. The Franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Common Council *de novo*. The Franchisee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.3 Upon revocation of the Franchise, including exhaustion of any appeals, or upon any other termination of the Franchise (unless a Cable Act Renewal process has been invoked and is not yet completed) by passage of time or otherwise, the City shall have the right to require the Franchisee to remove, at the Franchisee's expense, its Cable System from streets, public property, and at the discretion of the property owner any private property occupied pursuant to the revoked, canceled, or terminated Franchise. The City shall notify the Franchisee in writing that the Cable System should be removed and identify any period during which the Franchisee will be required to continue to operate the Cable System as provided in Section 16. In removing its Cable System, the Franchisee shall refill and compact, at its expense, any excavation that shall be made and shall leave all streets, public property, and private property in as good a condition as that prevailing prior to the Franchisee's removal of the Cable System. The provisions of Section 14 of this Franchise Agreement shall remain in full force and effect until the Cable System is removed.

13.4 Upon revocation or termination of the Franchise without right of renewal, the Franchisee may -- if the City declines to acquire ownership of the Cable System pursuant to applicable law sell or transfer the ownership of the Cable System, so long as such transfer of ownership is completed within one hundred twenty (120) days of the date of termination or revocation.

#### SECTION 14. REMEDIES -- CUMULATIVE

All remedies provided under this Franchise Agreement shall be cumulative, unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Franchisee of its obligations to comply with the Franchise. Remedies may be used singly or in combination. In addition, the City may exercise any rights it has under law or at equity.

#### SECTION 15. REMEDIES -- CONTINUITY OF SERVICE

15.1 It is the right of all subscribers in the Franchise Area to receive all available cable services from the Franchisee as long as their financial and other obligations to the Franchisee are satisfied.

#### SECTION 16. BOOKS AND RECORDS -- INSPECTION

16.1 The City may inspect the books, records and other documents, including financial documents, (except for maps which are treated specifically in Section 7.6(G) in the control or possession of the Franchisee, affiliates, any person that constitutes an operator of the Franchisee's Cable System or any contractor or subcontractor of Franchisee: (1) as necessary to enforce the City's rights or assess compliance with the Franchise and applicable law; or (2) as may be necessary in connection with any proceeding the City may or must conduct under applicable law with respect to the Franchisee's Cable System. Franchisee is responsible for producing the information requested. The material shall be produced at the Office of the Mayor or his/her designee unless the City agrees to inspection at another location. Material that the City

requires the Franchisee to produce under this section shall be produced upon notice, within a reasonable time after the request for production, taking into account the volume, complexity and availability of the requested materials. Requests for extensions of time to respond shall not be unreasonably denied.

16.2 The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Franchisee makes the City aware of such confidentiality. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Franchisee in advance so that Franchisee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Franchisee's books and records marked confidential, as set forth above, to any Person.

SECTION 17. PERFORMANCE MONITORING

17.1 Triennial Review

A. During the years which commence on the third and/or sixth anniversaries of the Effective Date of the Franchise, and every third year thereafter, the City may commence a review of the Franchisee's performance under the Franchise. As part of this review, the City may consider: (1) whether the Franchisee has complied with its obligations under the Franchise and applicable law; (2) whether customer service standards, technical standards, or bond requirements are adequate, inadequate, or excessive; and (3) other issues as may be raised by the Franchisee, the City, or the public.

B. The City shall conduct at least one public hearing at a lawfully noticed Common Council meeting to provide the Franchisee and the public the opportunity to comment on the Franchisee's performance and other issues considered as part of this review.

17.2 Reopener

A. The City may, at any point after the third anniversary of the Effective Date of this Franchise, commence a review to examine changes which either the City or the Franchisee wish to make to the Franchise Agreement. The process of examining potential changes to the Franchise Agreement shall be undertaken by the City in a manner which ensures that the Franchisee continues to effectively serve the public in the light of new developments in cable law and regulation, cable technology, cable company performance, local regulatory environment, community needs and interests and other such factors. Both the City and the Franchisee agree to make a full and good faith effort to participate in the process contemplated by this Section 17.2.

B. The City shall conduct a public hearing to provide the public the opportunity to comment on the issues which are being considered in the franchise reopener process.

C. If the City invokes the franchise reopener process, it shall provide to the Franchisee a description of the proposed franchise changes. In order to provide the Franchisee adequate opportunity for reasonable input, the Franchisee shall submit a document responding to the City's proposed franchise changes. The Franchisee may submit a request for clarification to the City should such clarification be necessary in order for the Franchisee to prepare a written response.

D. If the Franchisee requests that the City invoke the franchise reopener process, it shall submit to the City a document describing the specific franchise changes requested and any resulting improvements, reductions, or modifications in services or products to be provided to the public.

E. Following receipt and analysis of any document containing information relevant to proposed franchise changes from the Franchisee, the City and the Franchisee shall negotiate in good faith. If the parties are unable to reach agreement within ninety (90) days of the date negotiations commence (or a longer period if agreed to by the City and Franchisee), either party may commence a mediation process in accordance with Section 17.2. F.

F. The City and Franchisee agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties. In the absence of such mutual agreement, each party shall select a temporary mediator, and those mediators shall jointly select a permanent mediator. If the parties are unable to successfully conclude the mediation within forty-five (45) days from the date of the selection of the permanent mediator, either party may terminate further mediation by sending written notice to the other. Each party shall pay the costs of the temporary mediator it selects. The costs of a permanent mediator shall be borne equally by the parties. The other costs associated with mediation shall be borne, equally and separately, by the parties.

G. At the completion of the process under paragraph D the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the approval of the New York State Public Service Commission.

H. At the completion of the process under paragraphs E and F (if mediation is undertaken) the Common Council may adopt or reject any franchise changes submitted for consideration, subject to the agreement of the Franchisee and approval of the New York State Public Service Commission.

17.3 Franchisee Cooperation. The Franchisee shall cooperate in the triennial reviews and the reopener process described in this section.

17.4 Exercise of Authority. The City may exercise appropriate regulatory authority under the provisions of this Franchise and applicable law, as amended from time to time.

## SECTION 18. INDEMNIFICATION AND INSURANCE

18.1 Indemnification. The Franchisee shall, by acceptance of the Franchise granted herein, defend the City, its officers, boards, commissions, agents, and employees for all claims for injury to any person or property caused by the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold the City, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any person or property as a result of the negligence, willful misconduct or intentional acts of Franchisee, its officers, employees, contractors and agents, arising out of the construction or operation of the Cable System, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the City shall give the Franchisee written notice of its obligation to indemnify the City at least (10) calendar days prior to the deadline for responding to the claim or action, and if no deadline exists, within thirty (30) days of City's receipt of the claim or action. In the event any



such claim arises, the City shall tender the defense thereof to the Franchisee and the Franchisee shall have the right to defend, settle or compromise, at no cost to the City, any claims arising hereunder and the City shall cooperate fully herein with such defense to the extent permitted by law. If the City determines in good faith that its interests cannot be represented by the Franchisee, the Franchisee shall be excused from any obligation to represent the City but the Franchisee shall continue to indemnify the City and hold the City, its officers, boards, commissions, agents, and employees harmless. Notwithstanding the foregoing, the Franchisee shall not be obligated to indemnify the City for any damages, liability or claims resulting from the willful misconduct or negligence of the City or for the City's use of the Cable System, including any PEG channels.

18.2 Insurance.

- A. The Franchisee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, \$3,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$2,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$5,000,000 per occurrence

- B. The City shall be added as an additional insured, arising out of work performed by Franchisee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. Within thirty (30) days after the approval of this Franchise Agreement by the New York State Public Service Commission, the Franchisee shall provide the City's Corporation Counsel copies of the certificates of insurance required by this Agreement for approval by the Corporation Counsel in compliance with the requirement that such insurance be provided by an insurance company licensed to do business in New York State and the policies and amounts comply with the terms herein.

SECTION 19. MISCELLANEOUS

19.1 Effect of Preemption; Federal and State Law. If the City's ability to enforce any Franchise provision is finally and conclusively preempted, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a change in law, the provision would again be enforceable, it shall be enforceable and the Franchisee will comply with all obligations thereunder after receipt of notice from the City.

19.2 Compliance with Laws. This Franchise shall be subject to the generally applicable, non-discriminatory provisions of the Syracuse Special Acts, Local Laws, and Ordinances. The Franchisee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Franchisee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police

power, the City may not take any unilateral action which materially changes the mutual promises in this Franchise.

19.3 Force Majeure. The Franchisee shall not be deemed in default or non-compliance with provisions of its Franchise where performance was rendered impossible by war, riots, civil disturbance, floods, other natural catastrophes, or similar events beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such non-compliance, provided the Franchisee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, streets, public property, or private property.

19.4 Severability. If any provision of this Franchise Agreement is held by a court or by any federal or State agency of competent jurisdiction to be invalid as conflicting with any federal or State law, rule, or regulation now or hereafter in effect, the validity of the remaining sections hereof shall not be affected. Furthermore, the City and the Franchisee shall negotiate the necessary changes to the Franchise to reflect the intent of the parties on the particular issue that has been deemed invalid or in conflict.

19.5 No Third Party Beneficiaries. This Agreement is not intended to, and does not create any rights or benefits on behalf of any persons other than the parties to this Agreement.

19.6 Written Notice. Notices shall be given as follows:

To the City:

City of Syracuse  
Office of the Mayor  
233 East Washington Street  
Syracuse, New York 13202

City of Syracuse  
Office of Corporation Counsel  
300 City Hall  
Syracuse, New York 13202  
with copies to: Commissioner of Finance

To Franchisee:

Charter Communications  
Attn: Director, Government Affairs  
6005 Fair Lakes Rd  
East Syracuse, NY 13057

Copy to:

Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Ave NW, Suite 400W  
Washington, DC 20001

Notice shall be deemed given three (3) business days after posting with pre-paid postage, first class mail, or immediately upon hand-delivery to the person identified above, at the address specified above.

19.7 New York State Law Applies. Except as to matters which are governed solely by federal law, this Franchise will be governed by and construed in accordance with the laws of the State of New York.

19.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Franchisee and the City and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

## SECTION 20. ADDITIONAL CITY REQUIREMENTS

- A. The City shall have the right, during the term of this Franchise, to install and maintain free of charge, upon the poles owned by the Franchisee, any wire and pole fixtures for a police, fire or civil defense system, on the condition that such wire and pole fixtures do not interfere with the System operation.
- B. The Franchisee shall maintain an office in the City which shall be open during all usual business hours. Franchisee shall have a publicly listed telephone and shall be so operated to receive complaints and requests for repairs or adjustments on a 24-hour basis. The Franchisee shall maintain sufficient telephone service to permit subscribers and users to communicate with the Franchisee without excessive delay.
- C. Franchisee shall furnish the City with a current 10-K upon request.
- D. Upon the Effective Date, Franchisee will offer, without charge and on a voluntary basis, one outlet of and equipment for, basic service tier Cable Service to the locations listed in Exhibit A hereto, provided that the locations are located up to 150 feet from Charter's existing distribution system. The Cable Service provided pursuant to this Section shall not be used for commercial purposes. The City shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Franchisee's Cable System. The Franchisee may, upon request, install additional installations or relocate installations and provide additional cable services on commercial terms. To the extent that Franchisee ceases its voluntary municipal service program, Charter will provide the City with ninety (90) days' advance written notice of its intent to cease the program.
- E. Franchisee shall apply for a certificate of confirmation from the New York State Public Service Commission within sixty (60) days of executing this Agreement with the City.

City of Syracuse, NY

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

(City Clerk)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BY:

(Corporation Counsel)

City of Syracuse's Signature Notarized by:  
State of New York  
County of Onondaga

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ 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/she executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of New York

\_\_\_\_\_  
Printed name of Notary

Spectrum Northeast, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Spectrum Northeast, LLC's Signature Notarized by:  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ 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/she executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Printed name of Notary

## EXHIBIT A

### CITY LOCATIONS FOR CABLE TELEVISION SERVICE

#### **City Offices:**

City Hall, 233 East Washington Street, Syracuse, NY 13202

Water Department, 101 N Beech Street, Syracuse, NY 13210

DPW, 1200 Canal Street, Syracuse NY13210

#### **City-Owned Building Community Centers:**

Northeast Community Center, 716 Hawley Ave, Syracuse, NY 13203

Westcott Community Center, 826 Euclid Ave, Syracuse, NY 13210

Syracuse Community Connections, 401 South Ave, Syracuse NY 13204

#### **Syracuse Fire Department:**

3801 Midland Ave, Syracuse, NY 13205

110 N Geddes St., Syracuse, NY 13204

400 Shuart Ave, Syracuse, NY 13203

2412 S Salina St, Syracuse, NY 13205

511 S State St, Ste 604, Syracuse, NY 13202

312 State Fair Blvd, Apt 1, Syracuse, NY 13204

808 Bellevue Ave, Syracuse, NY 13204

2317 Burnet Ave, Syracuse, NY 13206

900 S State St, Syracuse NY,13202

2030 E Genesee St, Syracuse NY 13210

2300 Lodi St, Syracuse NY 13208

601 S West St, Syracuse NY 13202

**Syracuse Police Department:**

4141 S Salina St, Syracuse, NY 13205

2109 Erie Blvd E, Syracuse, NY 13224

511 S State St, FL 4, Syracuse, NY 13202

**Libraries:**

113 Nichols Ave, Syracuse, NY 13206

**Schools:**

HW Smith School, 1130 Salt Springs Rd, Syracuse, NY 13224

Institute of Technology at Syracuse Central, 258 East Adams St, Syracuse, NY 13202

**Syracuse Housing Authority**

338 Gifford St, Syracuse, NY 13204

328 Fabius St, Syracuse, NY 13204

418 Fabius St, Syracuse, NY 13204

100 Pastime Dr, Syracuse, NY 13208

218 New St, Syracuse, NY 13202



10 10-11

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

**Corporation Counsel**  
Susan R. Katzoff

**First Assistant Corporation Counsel**  
Joseph W. Barry III

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Danielle B. Pires  
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Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

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

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Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

[www.syr.gov](http://www.syr.gov)

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

August 30, 2023

Re: City-Spectrum Cable TV Franchise renewal

Dear Ms. McBride:

Please prepare legislation for the September 18, 2023 Common Council meeting to authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

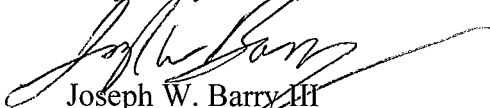
In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. ("Charter"), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.

In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.

Very Truly Yours,



Joseph W. Barry III  
First Assistant Corporation Counsel


7



# 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:** September 5, 2023  
**SUBJECT:** Cable TV Franchise Agreement – Spectrum Northeast, LLC

---

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of the attached Ten (10) year Cable TV Franchise Agreement between the City of Syracuse and Spectrum Northeast, LLC commencing with the date of approval by the Public Service Commission.

In the addition the proposed legislation should authorize a public hearing by the Common Council with ten (10) days public notice in the official paper of the City.

Spectrum Northeast, LLC is an indirect subsidiary of Charter Communications, Inc. (“Charter”), a limited liability company organized and existing in good standing under the laws of State of Delaware doing business at 6005 Fair Lakes Rd, East Syracuse, NY 13057. Charter is the successor in interest to Time Warner Cable which was approved by the Council to operate the Cable TV Franchise by the Mayor and Common Council through the adoption of Ordinance No. 491-1997.


In consideration of obtaining this Franchise, Spectrum will continue to pay the 5% gross receipts franchise fee currently collected which is the maximum allowed by law. In addition, Spectrum will have to follow City permitting rules for operating within the right of way.

It is important to note that this is a non-exclusive Franchise. Other companies are eligible to seek a Cable Franchise Agreement with the City under similar conditions subject to the regulations of the New York State Public Service Commission.

Please indicate your concurrence by signing below and returning 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

  
\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/6/23  
Date

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



11 18

Ordinance No.

2023

**ORDINANCE AUTHORIZING AN AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND  
SPECTRUM NORTHEAST LLC TO ACCEPT  
THE DONATION OF STUDIO EQUIPMENT**

WHEREAS, the City of Syracuse and Spectrum Northeast LLC have agreed subject to the approval of the New York State Public Service Commission to enter into a ten (10) year franchise renewal agreement; and

WHEREAS, as a condition of this agreement the parties have agreed to close the public access studio due its limited use and technical changes that have provided the public with many other opportunities to produce public access programming;

NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor on behalf of the City of Syracuse be and he is hereby authorized to enter into a donation agreement with Spectrum Northeast LLC to receive a donation of studio equipment having an estimated value of \$4500; and

BE IT FURTHER ORDAINED, that the agreement will be in substantially the same form as attached hereto subject to review and approval by the Corporation Counsel.

11-18



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

**Corporation Counsel**  
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Ms. Patricia K. McBride  
City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

August 30, 2023

Re: City-Spectrum Studio Equipment Donation Agreement

Dear Ms. McBride:

Please prepare legislation for the September 18, 2023 Common Council meeting to approve a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment. The equipment to be donated has an estimated value of \$4500.00

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

Please let me know if you have any questions or concerns.

Very Truly Yours,

Joseph W. Barry III  
First Assistant Corporation Counsel



# 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:** September 5, 2023  
**SUBJECT:** Donation Agreement – Spectrum Northeast, LLC (Spectrum)

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Law, I am requesting that the City of Syracuse authorize the approval of a donation agreement with Spectrum Northeast, LLC (Spectrum). The purpose of the agreement is for the City to accept a donation of studio equipment.

The requirement to maintain a public studio facility has been discontinued in the new City-Spectrum cable television franchise agreement. It was once used for public access broadcasts but with the advent of YouTube it has been determined that demand for this type of facility is not enough to justify its operating costs. The equipment will be free but the City will incur the cost of removal.

The proposed agreement will be subject to review and approval by the Corporation Counsel but it will generally be substantially the same as the attached draft.

Please indicate your concurrence by signing below and returning 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

\_\_\_\_\_  
Date 9/6/23

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](http://www.syr.gov.net)



**USED EQUIPMENT DONATION AGREEMENT**

THIS AGREEMENT ("Agreement") is made effective as of the date executed by both parties ("Effective Date"), and is between Spectrum Northeast, LLC ("Transferor"), and the City of Syracuse, New York ("Transferee"), under the following circumstances:

Transferor and Transferee agree as follows:

Section 1. Removal of Equipment

1.1 At a mutually acceptable time and date, but not later than 30 days after the Effective Date, Transferee will, at Transferee's sole cost and expense, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from Transferor's offices at 815 Erie Blvd E., Syracuse NY 13210 ("Site").

1.2 The sole consideration to benefit Transferor as a result of the transactions contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to Transferor under the terms of this Agreement.

1.3 Effective upon Transferee's removal of the Equipment from the Site, Transferor hereby transfers, assigns, and conveys to Transferee all interest in and to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability.

2.1 The Equipment will be conveyed to Transferee "as is." Transferor makes no warranties, express or implied, whether of title, merchantability, or fitness for any particular purpose or use or otherwise, on the Equipment.

**2.2 Under no circumstances will Transferor be liable to Transferee for any direct, indirect, incidental, special or consequential damages arising out of or related to this Agreement or the Equipment.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Spectrum Northeast, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

**City of Syracuse, New York**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

# Charter

COMMUNICATIONS

## EXHIBIT A EQUIPMENT SCHEDULE

Qty	Brand	Model Number	ITEM
1	Apple	iMac 27"	Desktop Editing - OSX 10.13.6 w/ FC Pro
1	Apple	Mac Pro	Desktop Editing OSX 10.11.6 w/ FC Pro
1	JVC	AA-VF8-KR	Battery Charger
1	JVC	GY-HM100U	Field Camera
2	JVC	BN-VF8	Field Camera Battery
1	Sony	MDR-7506	Headphones
1	Strand	N/A	Light Kit
3	Sony	ECM-55B	Microphone - Lavalier
1	Panasonic	WV-MC35	Shotgun Microphone
1	Manfrotto	055XPROB	Tripod
3	Videotek	ADA-16	Audio Distribution Amplifier
1	ClearCom	MS-222	Audio Main Station - 2 Channel
1	Mackie	1604-VLZ Pro	Audio Mixer - 16 Channel
1	N/A	N/A	Backdrop
4	Ikegami	BS-399	Camera Base Station
3	Ikegami	OCP-200	Camera Control Unit
3	Ikegami	HK-399PW	Cameras w/ Viewfinders
1	Compix	N/A	Character Generator
1	Denon	DN-C630	Compact Disc Player
1	dbx	166XL	Compressor Limiter
1	Dell	1708FPf	Computer Monitor-Compix
1	Toshiba	32AV502RZ	Confidence Monitor 32"
1	Grass Valley	N/A	Distribution Amplifier Frame
1	Panasonic	AJ-D650	DVCPRO Recorder
1	HP	SG112-24	Ethernet Switch - 24- Port
1	Leitch	DPS 475	Frame Synchronizer
4	Telex	PH75	Headphones
1	ClearCom	PIC-4000B	IFB Controller
10	Clearcom	TR-501	Intercom Headset Receiver
2	ClearCom	MS-812A	Intercom Station - Master
3	Canon	YJ19x9B4 KRS SX12	Lenses - Studio Camera
8	Brightline	N/A	Light - Housing and grate - Studio
6	Brightline	1.2D	Light - Studio
1	Element	N/A	Monitor 19"
1	Ikegami	TM14-17R	Monitor, Color
1	Sharp	LC50LE442U	Signal Monitor 50"
1	Fostex	6301B	Speaker
1	Symetrix	420	Stereo Power Amplifier
1	Ikegami	HK-399PW	Studio Camera (No lens)
1	Panasonic	AJ-SD93	Video Cassette Recorder
1	Ross	Synergy 2	Video Production Switcher
1	Mackie	1202-VLZ Pro	Audio Mixer - 12 Channel

# Charter

COMMUNICATIONS

1	Vizio	E390VL	Signal Monitor 39"
1	Sony	PVM8042O	Video Monitor in Portabrace case
1	Shure	M267	Microphone Mixer
4	Sony	ECM-77B	Microphone - Lavalier

**PURPOSE:**

PEG Equipment donation to Transferee to set up a PEG studio.

Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH SS FUNDING AND PROCUREMENT AND CONSULTING RESOURCES, LLC (SARAH STEPHENS) RELATIVE TO GRANT MANAGEMENT ON BEHALF OF THE BUREAU OF RESEARCH**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of SS Funding and Procurement and Consulting Resources, LLC (Sarah Stephens), under the following terms:

- (1) SS Funding and Procurement and Consulting Resources, LLC shall provide grant management services, including but not limited to researching grant opportunities, writing grants, managing grants, and assisting in grant reporting requirements, on behalf of the Bureau of Research;
- (2) The term of the agreement shall be from July 1, 2023 through June 30, 2024; and
- (3) The City shall pay SS Funding and Procurement and Consulting Resources, LLC \$90 per hour on a time-and-expense basis with a total not to exceed amount of \$6,330.00 for all services authorized under this agreement;

NOW, THEREFORE

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to American Rescue Plan Act (ARPA) funds account # 800051821 or another appropriate account as designated by the Commissioner of Finance.



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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 14, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

City of Syracuse  
City Clerk  
City Hall  
Syracuse, New York 13202

RE: Request for Agreement and Waive the RFP Process

Dear Clerk McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to enter into an agreement and waive the RFP process with SS Funding and Procurement and Consulting Resources, LLC (Sarah Stephens) in an amount not to exceed \$6,330.00 The Mayor has waived the RFP process.

American Rescue Plan Act funds, in an amount not to exceed \$6,330.00 will be used to provide services including researching grant opportunities and writing grants as appropriate, assist with grant management and reporting, assist to incorporate best practices into our daily work in order to fulfill grant requirements and make the City attractive to funding institutions.

Ms. Stephens rate of pay will be \$90 per hour. Expenditures under this agreement shall not exceed \$6,330.00 from contract dates of 7/1/23-6/30/24 and will be charged to American Rescue Plan Act (ARPA) funds Peoplesoft account number 800051821.

Sincerely

Janet Burke  
Director of Research

**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](http://www.syr.gov.net)

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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 & Budget   
**DATE:** September 18, 2023  
**SUBJECT:** Waiver of the RFP Process & Enter Agreement with Sarah Stephens d/b/a  
SS Funding and Procurement and Consulting Resources, LLC

---


On behalf of the Department of Research, I am requesting the City waive the RFP process and enter into an agreement with SS Funding and Procurement and Consulting Resources, LLC (Sarah Stephens) in an amount not to exceed \$6,330.

American Rescue Plan Act (ARPA) funds, in an amount not to exceed \$6,330 will be used to provide services including researching grant opportunities and writing grants as appropriate, assist with grants management and reporting, assist to incorporate best practices into our daily work in order to fulfill grant requirements and make the City attractive to funding institutions.

Ms. Stephens rate of pay will be \$90 per hour. Expenditures under this agreement shall not exceed \$6,330 from contract dates of 7/1/23 – 6/30/24 and will be charged to American Rescue Plan Act (ARPA) funds Peoplesoft account number 800051821.

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

9/20/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**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:

93 NYRPT, LLC vs. The Board of Assessors and the Board of Assessment Review of the City of Syracuse

Index Nos. 003723/2023  
003237/2022  
003753/2021  
003000/2020

Property: 1931-1933 South Avenue and Valley Drive (078.-15-31.0)

Tax Years: 2023/24  
2022/23  
2021/22  
2020/21

Under the terms of the proposed settlement, the Petitioner will settle and discontinue the proceedings for the property at 1931-1933 South Avenue and Valley Drive upon the following term:

- 2020/21 assessment will be unchanged
- 2021/22 assessment will be unchanged
- 2022/23 assessment will be unchanged for City/School and for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> ¼ County
- 2023/24 assessment will be unchanged for 1<sup>st</sup> ¼ City/School

The assessment for Tax Year 2023/2024 will be prospectively reduced from \$293,878. to \$250,000.

The petitioner has agreed to waive any refund as a result of the reduction in the Assessment. The tax roll for 2022/23 will be amended to reflect the new assessment and new bills will be reissued for the County Taxes for the Fourth Quarter that reflect the new reduced Assessment. The tax roll for 2023/24 will be amended to reflect the new assessment and new bills will be reissued for the City/School Taxes for the Second, Third and Fourth Quarters that reflect the new reduced Assessment. The provisions of New York State Real Property Tax Law Section 727 shall apply to Tax Years 2024/25, 2025/26, 2026/27; and

BE IF IT FURTHER ORDANED, 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

**Corporation Counsel**  
Susan R. Katzoff

September 15, 2023

**First Assistant Corporation Counsel**  
Joseph W. Barry III

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

**Senior Corporation Counsel**  
Todd M. Long  
Meghan E. Ryan

**Re: Ordinance Approving Settlement of Tax Certiorari Proceedings  
93 NYRPT, LLC vs. The Board of Assessors and the Board of  
Assessment Review of the City of Syracuse**

**First Assistant Senior Corporation Counsel**  
John C. Black Jr.  
Catherine E. Carnrike  
Amanda R. Harrington  
Danielle B. Pires  
Danielle R. Smith

**Index No.:** 003723/2023  
003237/2022  
003753/2021  
003000/2020

**Assistant Corporation Counsel**  
Darienn P. Balin  
John J. Connor  
Valerie T. Didamo  
Gregory P. Fair  
Meira N. Hertzberg  
Trevor McDaniel  
Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

**1931-1933 South Avenue and Valley Drive 078.-15-31.0**  
**Tax Year: 2023/24**  
**2022/23**  
**2021/22**  
**2020/21**

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

Office 315 448-8400  
Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

[www.syr.gov](http://www.syr.gov)

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 proceedings for the tax years indicated with 93 NYRPT, LLC.

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. The City has tentatively agreed to reduce the assessment from \$293,878 to \$250,000 for tax year 2023/24. Pursuant to RPTL 727 the reduced assessment will not be changed for the next succeeding assessment rolls (2024/25, 2025/26, and 2026/27).

Assuming approval, the ordinance will authorize amendments of the 2023/24 tax roll in order to reissue bills for the City/School quarters 2, 3, and 4 and the 2022/23 tax roll to reissue a bill for County quarter 4 to reflect the change of assessment.

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

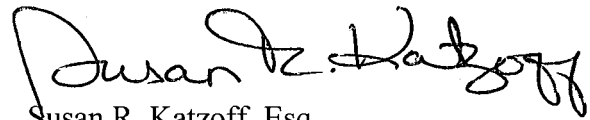
Topic:

15 September 2023

Page 2

the Commissioner of Assessment.

Respectfully,

A handwritten signature in black ink, appearing to read "Susan R. Katzoff". The signature is fluid and cursive, with a large initial "S" and "K".

Susan R. Katzoff, Esq.  
Corporation Counsel

Cc: Sharon Owens

Ordinance No.

2023

**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:

93 NYRPT, LLC vs. The Board of Assessors and the Board of Assessment Review  
of the City of Syracuse

- Index Nos. 003714/2023
- 003245/2022
- 003754/2021
- 003017/2020
- 003241/2019
- 004048/2018

Property: 2430-2450 James Street and Forest Hill Drive (024.-19-02.0)

- Tax Years: 2023/24
- 2022/23
- 2021/22
- 2020/21
- 2019/20
- 2018/19

Under the terms of the proposed settlement, the Petitioner will settle and discontinue the proceedings for the property at 2430-2450 James Street and Forest Hill Drive upon the following terms:

- 2018/19 assessment will be unchanged
- 2019/20 assessment will be unchanged
- 2020/21 assessment will be unchanged
- 2021/22 assessment will be unchanged
- 2022/23 assessment will be unchanged for City/School and for 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> ¼ County
- 2023/24 assessment will be unchanged for 1<sup>st</sup> ¼ City/School

The assessment for Tax Year 2023/2024 will be prospectively reduced from \$259,521. to \$228,000. The petitioner has agreed to waive any refund as a result of the reduction in the Assessment. The tax roll for 2022/23 will be amended to reflect the new assessment and new bills will be reissued for the County Taxes for the Fourth Quarter that reflect the new reduced Assessment. The tax roll for 2023/24 will be amended to reflect the new assessment and new bills will be reissued for the City/School Taxes for the Second, Third and Fourth Quarters that reflect the new reduced Assessment. The provisions of New York State Real Property Tax Law Section 727 shall apply to Tax Years 2024/25, 2025/26, 2026/27; 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.





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

**Corporation Counsel**  
Susan R. Katzoff

September 15, 2023

**First Assistant Corporation Counsel**  
Joseph W. Barry III

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

**Senior Corporation Counsel**  
Todd M. Long  
Meghan E. Ryan

**Re: Ordinance Approving Settlement of Tax Certiorari Proceedings**  
**93 NYRPT, LLC vs. The Board of Assessors and the Board of**  
**Assessment Review of the City of Syracuse**

**First Assistant Senior Corporation Counsel**  
John C. Black Jr.  
Catherine E. Carnrike  
Amanda R. Harrington  
Danielle B. Pires  
Danielle R. Smith

<b>Index No.:</b>	<b>003714/2023</b>	
	<b>003245/2022</b>	
	<b>003754/2021</b>	
	<b>003017/2020</b>	
	<b>003241/2019</b>	
	<b>004048/2018</b>	
<b>2430-2450 James Street and Forest Hill Drive</b>		<b>024.-19-02.0</b>
<b>Tax Year:</b>	<b>2023/24</b>	
	<b>2022/23</b>	
	<b>2021/22</b>	
	<b>2020/21</b>	
	<b>2019/20</b>	
	<b>2018/19</b>	

**Assistant Corporation Counsel**  
Darienn P. Balin  
John J. Connor  
Valerie T. Didamo  
Gregory P. Fair  
Meira N. Hertzberg  
Trevor McDaniel  
Patrick J. Parkinson  
Meir Teitelbaum  
Zachary A. Waksman

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

Dear Ms. McBride:

Office 315 448-8400  
Housing 315 448-8409  
Fax 315 448-8381  
Email [law@syr.gov](mailto:law@syr.gov)

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 proceedings for the tax years indicated with 93 NYRPT, LLC.

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. The City has tentatively agreed to reduce the assessment from \$259,521 to \$228,000 for tax year 2023/24. Pursuant to RPTL 727 the reduced assessment will not be changed for the next succeeding assessment rolls (2024/25, 2025/26, and 2026/27).

Assuming approval, the ordinance will authorize amendment of the 2023/24 tax roll

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Topic:

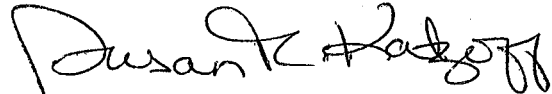
15 September 2023

Page 2

in order to reissue bills for the City/School quarters 2, 3, and 4 and the 2022/23 tax roll to reissue County quarter 4 to reflect the change of 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, appearing to read "Susan R. Katzoff". The signature is written in a cursive, flowing style.

Susan R. Katzoff, Esq.  
Corporation Counsel

Cc: Sharon Owens

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE  
COMMISSIONER OF ASSESSMENT TO  
RETAIN AN APPRAISER**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has approved the retention of the real estate appraiser listed below pursuant to the aforementioned section;

NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Assessment be and he hereby is authorized to retain the appraiser listed below for the specified appraisal service, charging all costs associated with this service to Budget Account #13550.01.541500 or another appropriate account as designated by the Commissioner of Finance:

<u>APPRAISER</u>	<u>PROPERTY ADDRESS</u>	<u>PROPERTY TYPE</u>	<u>FEE</u>
Colliers Valuation & Advisory Services	327 South Salina Street to Bank Alley (Tax Parcel 101. -06-06.0) and 329 South Salina Street to Bank Alley (Tax Parcel 101.-06-05.0)	Commercial Row Buildings	\$7,500.00 plus \$350 per hour for trial support



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# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

September 1, 2023

**Matthew D. Oja**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner  
Director of Operations

**Michael A. Lehmann**  
Deputy Commissioner

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

Re: Request for Legislation- Retain an Appraiser

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the City to retain Colliers Valuation & Advisory Services, to appraise the property at 327 South Salina Street to Bank Alley (Tax Parcel 101.-06-06.0) and 329 South Salina Street to Bank Alley (Tax Parcel 101.-06-05.0). For property tax litigation encompassing the 2019/2020, 2020/2021, 2021/2022, 2022/2023, and 2023/2024 tax years.

The ordinance should authorize a fee of \$7,500 for a self-contained, trial-ready report, as well as \$350.00 per hour for trial preparation and testimony. The fee will be charged to account number 13550.01.541500.

Sincerely,

Matthew D. Oja  
Commissioner of Assessment

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

Office 315 448 8270

assessment@syr.gov

4

**Ordinance No.**

**2023**

**ORDINANCE AUTHORIZING CORRECTION OF  
TAX ROLLS**

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby directed to correct the tax rolls as shown on the attached Appendix "A".

IS

SHOULD BE

Church- St. Paul's Armen Apstlc  
 645 Park Avenue & North Geddes Street  
 0268007600  
 105.-01-1.0  
 LAND - \$29,000  
 FULL - \$108,800  
 CITY TAXABLE - \$108,800  
 COUNTY TAXABLE - \$108,800  
 SCHOOL TAXABLE - \$108,800  
 EXEMPTION - None - \$0  
 ALL OTHER CHARGES AS BILLED

Church- St. Paul's Armen Apstlc  
 645 Park Avenue & North Geddes Street  
 0268007600  
 105.-01-01.0  
 LAND - \$29,000  
 FULL - \$108,800  
 CITY TAXABLE - \$0  
 COUNTY TAXABLE - \$0  
 SCHOOL TAXABLE - \$0  
 EXEMPTION - 25110 - \$108,800  
 ALL OTHER CHARGES AS BILLED

Church- St. Paul's Armen Apstlc  
 306 North Geddes Street  
 0231104000  
 105.-01-46.0  
 LAND - \$13,500  
 FULL - \$16,000  
 CITY TAXABLE - \$16,000  
 COUNTY TAXABLE - \$16,000  
 SCHOOL TAXABLE - \$16,000  
 EXEMPTION - None - \$0  
 ALL OTHER CHARGES AS BILLED

Church- St. Paul's Armen Apstlc  
 306 North Geddes Street  
 0231104000  
 105.-01-46.0  
 LAND - \$13,500  
 FULL - \$16,000  
 CITY TAXABLE - \$0  
 COUNTY TAXABLE - \$0  
 SCHOOL TAXABLE - \$0  
 EXEMPTION - 25110 - \$16,000  
 ALL OTHER CHARGES AS BILLED



**DEPARTMENT OF ASSESSMENT**  
CITY OF SYRACUSE, MAYOR BEN WALSH

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September 15, 2023

**Matthew D. Oja**  
Commissioner

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

**Ann E. Gallagher**  
First Deputy  
Commissioner  
Director of Operations

**Michael A. Lehmann**  
Deputy Commissioner

**Re: Request for Legislation – Correction of Records**

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting authorizing the Commissioner of Finance to correct his records according to the changes to the 2023/2024 assessment roll outlined in Appendix "A" (attached).

These properties have been reviewed and we find that the corrections to be made are in order.

Sincerely

Matthew D. Oja  
Commissioner of Assessment

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

Office 315 448 8270

assessment@syr.gov

Ordinance No.

2023

**ORDINANCE AMENDING ORDINANCE NO. 202-2021 AUTHORIZING MAYOR TO SUBMIT AN APPLICATION TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC) FOR A GRANT TO IMPLEMENT THE CDC'S COMMUNITY HEALTH WORKERS FOR COVID RESPONSE AND RESILIENT COMMUNITIES PROGRAM (CCR) IN THE CITY OF SYRACUSE AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY**

BE IT ORDAINED, that Ordinance No. 202-2021 is hereby amended to read as follows:

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the Centers for Disease Control and Prevention (CDC) for a grant in an amount not to exceed \$1,799,436\* and to receive any funds granted thereunder for years two and three of the program to implement the CDC's Community Health Workers for COVID Response and Resilient Communities Program (CCR); if awarded the grant funds will be used to identify and train residents about the COVID-19 vaccine, and provide facts and opportunities for immunization. The workers will be deployed to assist in building and strengthening community resilience to fight COVID-19 and address existing health disparities in the City of Syracuse; no local match is required; and

BE IT FURTHER ORDAINED, that upon receipt of said grant, the Mayor be and he hereby is authorized to execute any written instruments as approved by the Corporation Counsel; and

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

\*previously read \$700,000





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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

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

Dear Clerk McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to modify ordinance 202-2021 which authorized the City to apply for and enter into an agreement with the Centers of Disease Control (CDC) to implement its Community Health Workers for COVID Response and Resilient Communities Program (CCR) in the City of Syracuse.

The funds are being used to identify and train residents about the COVID-19 vaccination facts and opportunities for immunization. The workers are deployed to assist in building and strengthening community resilience to fight COVID-19 and address existing health disparities in the City of Syracuse.

The CDC is increasing the budget for the program by \$1,199,624 for years two and three of the program. The total contract amount is not to exceed \$1,799,436. No local match is 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](http://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 & Budget  
**DATE:** September 18, 2023  
**SUBJECT:** Amend Ordinance #202-2021 – Centers of Disease Control (CDC)

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Research, I am requesting the City amend ordinance #202-2021 which authorized the City to apply for and enter into an agreement with the Centers of Disease Control (CDC) to implement its Community Health Workers for COVID Response and Resilient Communities Program (CCR) in the City of Syracuse.

The funds are being used to identify and train residents about the COVID-19 vaccination facts and opportunities for immunization. The workers are deployed to assist in building and strengthening community resilience to fight COVID-19 and address existing health disparities in the City of Syracuse.

The CDC is increasing the budget for the program by \$1,199,624 for years two and three of the program. The total contract amount is not to exceed \$1,799,436. No local match is required.

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

9/20/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**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 an amended Memorandum of Understanding (MOU) 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 (MOU) extension shall be for a period of two years with an expiration date of August 31, 2025 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.



# DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

18

September 27, 2023

**Commissioner**  
Michael Collins

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

**Deputy Commissioner of Neighborhood Development**  
Michelle Sczpanski

**Deputy Commissioner of Business Development**  
Eric Ennis

**Re: Legislation Request – Renew amended MOU between the City of Syracuse and the Cities for Financial Empowerment Fund, Inc., in relation to the Syracuse Financial Empowerment Center to extend until August 31, 2025**

**Deputy Commissioner of Code Enforcement**  
Jacob Dishaw

Dear Clerk McBride:

**Deputy Commissioner of Planning and Sustainability**  
Owen Kerney

Please prepare legislation for the next Common Council agenda on behalf of the Department of Neighborhood and Business Development to renew the amended 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 through August 31, 2025, 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@syr.gov](mailto:mcollins@syr.gov) or (315) 448-8109.

Sincerely,

Michael Collins  
Commissioner

Cc: JaQuan Denson, FEC Manager  
Sharon Owens, Deputy Mayor

**Department of Neighborhood & Business Development**  
300 State Street S  
7<sup>th</sup> Floor  
Syracuse, NY 13202

Office 315 448 8100

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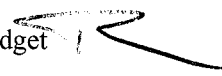


# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

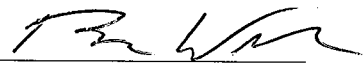
**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget   
**DATE:** September 27, 2023  
**SUBJECT:** Memorandum of Understanding – Cities for Financial Empowerment Fund, Inc. (CFE)

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On behalf of the Department of Neighborhood & Business Development, I am requesting to renew the amended 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 through August 31, 2025, which was originally entered into in order to create the Financial Empowerment Center. This MOU will allow the City to continue to use CFE's client data platform, and FEC counselor training, certification and support. There is no expense to the City related to this MOU.

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

9/27/23  
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](http://www.syr.gov.net)



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**FIRST AMENDMENT TO MOU BETWEEN  
THE CITIES FOR FINANCIAL EMPOWERMENT FUND and  
THE CITY OF SYRACUSE**

This First Amendment (the “First Amendment”), dated as of August 18, 2023 (the “First Amendment Effective Date”) is by and between the **Cities for Financial Empowerment Fund** (the “CFE Fund”) and the **City of Syracuse** (the “Partner”), and reflects that the CFE Fund is extending the term of the **Financial Empowerment Center (“FEC”) Expert Partner Memorandum of Understanding** (the “MOU”). The MOU, with the Effective Date of March 1, 2022, between the Parties is hereby amended in the following respects:

1. The section titled “2. Term”, is amended to instead state:
  - (a) The term (“Term”) of this MOU will begin as of the Effective Date and continue until August 31, 2025, renewable thereafter upon an amendment signed and executed by both parties hereto in the same manner as this MOU.”
2. Exhibit A (the “Scope of Work”) is amended to instead read as attached below.
3. Exhibit B (the “Financial Empowerment Center Model”) is amended to instead read as attached below.
4. Exhibit C (the “Sample FECBOT User Agreement”) is amended to instead read as attached below.
5. Exhibit D (the “Financial Empowerment Center Branding Assets”) is amended to instead read as below.
6. Ratification of the MOU. As amended by this First Amendment, the MOU is in all respects ratified and confirmed, and the MOU, as so amended by this First Amendment, shall be read, taken and construed as one and the same instrument.
7. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this First Amendment shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this First Amendment and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this First Amendment.
8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this First Amendment by electronic mail in a “.pdf” file shall be effective as delivery of a manually executed counterpart of this First Amendment.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have caused this First Amendment to be duly executed as of the date first above written.

**CITIES FOR FINANCIAL EMPOWERMENT  
FUND, INC.**

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

**CITY OF SYRACUSE**

By: \_\_\_\_\_  
Name: Benjamin R. Walsh  
Title: Mayor  
Date: \_\_\_\_\_

**Scope of Work**

The Partner shall maintain the reputation, standards, and integrity of the FEC Model, and adhere 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 at least one Financial Counseling Provider to manage the work, unless the Partner provides the financial counseling services itself.**

1. The Partner will maintain an active signed agreement with the Financial Counseling Provider(s), unless the Partner provides the financial counseling services itself. If the existing agreement with the Financial Counseling Provider(s) is set to expire before the end of the Term, it should be renewed by amendment or with a new agreement, assuming the Partner intends to proceed with the Financial Counseling Provider(s). The fully executed agreement(s) with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Partner will provide immediate written notification to the CFE Fund if significant changes or events occur during the Term which could potentially impact the progress or outcome of its adherence to the FEC Model, including, without limitation, changes in the Partner's or any Vendor(s)' management personnel or lead staff member(s) responsible for managing the FEC, loss of funding or other extenuating circumstances which could affect the FEC. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Term including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed.

**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(s) 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 Partner'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. Partner 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 Partner 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 San Antonio 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 San Antonio 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:
  - i. Attendance at national gatherings hosted by the CFE Fund.
  - ii. Attendance of regular calls hosted by the CFE Fund, to learn and know how to respond to changing circumstances in the field.
  - iii. Participation in ad-hoc webinars or conference calls with grantees and other partners.
  - iv. Participation in working groups.
  - v. 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”)**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

**Model:**

- Professional, one-on-one and free public service.
- Systematically track data and outcomes for client management and evaluation.
- Connects to a range of local government and nonprofit service delivery systems.
- Prioritizes sustainability efforts to become a permanent service in the locality.

**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, formalized via MOU.
- 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 as counselors work with clients to make progress on their action plan.
- All program managers and counselors must be trained based on the CFE Fund’s training standards and pass a CFE Fund–administered final exam.

**The Financial Counseling Session**

As defined for the Model, one-on-one financial counseling and coaching represents a mix of direct service goal setting and light case management provided by highly trained professionals 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 can be either in person or remote (i.e. phone, video) 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 to further counselors' professional development and understanding of new financial issues that those with low incomes face

**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. Partnerships deeply embed financial counseling/coaching into local government and nonprofit programs, advancing both programs' goals. Partnerships can have a variety of characteristics in a scale of increasing integration, which are: formalized via MOU, defined referral process, co-location, FEC participation fully integrated, coordinated case management, regular reporting, data sharing agreement, and Supervitamin Effects Study. Potential complementary program integrations could include: homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

**Philanthropic Partners** are influential in 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. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

### **Learning Community**

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation. Learning community calls or events are valuable opportunities to learn and share best practices.

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, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system ("User"), 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 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 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 use of the FECBOT.

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 usernames, 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 declarant, 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 I have 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 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

**Financial Empowerment Center Branding Assets**

(To Be Attached)

Ordinance No.

2023

**ORDINANCE AMENDING ORDINANCE NO 590-2016 AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYRACUSE AND MDS MT, LLC RELATIVE TO THE LEASE AND OPERATION OF THE HARRISON STREET PARKING GARAGE**

BE IT ORDAINED, that Ordinance No. 590-2016 is hereby amended as follows:

WHEREAS, the Commissioner of Assessment has requested that this Common Council authorize an amended lease agreement with MDS MT, LLC relative to the lease and operation of the Harrison Street Parking Garage (the "Garage") located at 601-77 South Warren Street; and

WHEREAS, the purpose of this amended Lease is to provide a dedicated parking for the newly renovated Hotel Syracuse and to resolve financial issues caused by the Covid shut down;

NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Assessment, on behalf of the City of Syracuse, be and he hereby is authorized to execute a lease agreement under the following terms:

- 1) The lease term shall be for a period of fifteen (15) years ending June 30, 2031 subject to two (2) renewal periods of five (5) years each subject to the approval of the Mayor and Common Council;
- 2) MDS MT, LLC will compensate the City of Syracuse \$558,336 annually through June 30, 2026 of the agreement and \$608,328 annually thereafter from July 1, 2026 to June 30, 2031 of the agreement with the compensation rates for the renewal periods to be subject to negotiation;
- 3) MDS MT, LLC will continue to be responsible for all ordinary and extraordinary maintenance and capital improvements during the lease term, maintaining the Garage in good repair and condition with full responsibility for all repairs and maintenance of the property;
- 4) MDS MT, LLC agrees to keep the Garage open to the general public and to honor all existing City Parking Agreements during the term of the Lease.

; and

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

19

September 21, 2023

**Matthew D. Oja**  
Commissioner

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

**Ann E. Gallagher**  
First Deputy  
Commissioner  
Director of Operations

**Michael A. Lehmann**  
Deputy Commissioner

**Re: Revised Request for Legislation – Amendment of Ordinance No. 590-2016**

Dear Ms. McBride:

The Department of Assessment requests that Ordinance Number 590 of 2016, which authorized a lease of the City-owned Harrison Street parking garage located at 601-77 South Warren Street, be amended to reflect a change to the original lease agreement.

This amendment is contemplated in conjunction with the companion legislation requested by the Department of Finance, which seeks to authorize a payment plan to address arrearage accrued by tenant MDS MT, LLC (“Tenant”).

The initial base term in the contractual agreement authorized by the Common Council was intended to expire on June 30, 2026; if approved, it would be extended to June 30, 2031, to accommodate the terms of the payment plan. Two five-year renewal options, to be exercised via explicit Common Council and Mayoral authorization, were included in the initial agreement and would be preserved here.

Under the terms of the lease amendment, rent would increase from \$450,000 annually to \$558,336 annually through June 30, 2026; from July 1, 2026, to June 30, 2031, annual rent would increase to \$608,328. Additionally, Tenant would take on full responsibility for repairs and maintenance of the property. All other portions of the item shall remain the same.

Sincerely,

Matthew D. Oja  
Commissioner of Assessment

**Department of  
Assessment**  
233 E. Washington St  
City Hall, Room 130  
Syracuse, N.Y. 13202  
  
Office 315 448 8270  
assessment@syr.gov

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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:** September 21, 2023  
**SUBJECT:** Amend Ordinance #590-2016 – MDS MT, LLC

On behalf of the Department of Assessment, I am requesting the City amend Ordinance #590-2016 which authorized a lease of the City owned Harrison Street parking garage located at 601-77 South Warren Street, be amended to reflect a change to the original lease agreement.

This amendment is contemplated in conjunction with the companion legislation requested by the Department of Finance, which seeks to authorize a payment plan to address arrearage accrued by tenant MDS, MT, LLC (“Tenant”).

The initial base term in the contractual agreement authorized by the Common Council was intended to expire on June 30, 2026; if approved, it would be extended to June 30, 2031, to accommodate the terms of the payment plan. Two five-year renewal options, to be exercised via explicit Common Council and Mayoral authorization, were included in the initial agreement and would be preserved here.

Under the terms of the lease amendment, rent would increase from \$450,000 annually to \$558,336 annually through June 30, 2026; from July 1, 2026 to June 30, 2031, annual rent would increase to \$608,328. Additionally, Tenant would take on full responsibility for repairs and maintenance of the property. All other portions of the item shall remain the same.

Please indicate your concurrence by signing below and returning 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](http://www.syr.gov.net)

\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/22/23  
Date

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Agreement" or "Lease"), made effective as of the 1<sup>st</sup> day of July, 2016 (the "Effective Date"), between the **CITY OF SYRACUSE**, a municipal corporation duly organized under the laws of the State of New York, having its principal office at City Hall, 233 East Washington Street, Syracuse, New York 13202 (the "City"), and with **MDS MT, LLC**, a limited liability company organized and existing pursuant to the laws of the State of New York, whose office and principal place of business is located at 500 South Warren Street, Syracuse, New York 13201 (the "Tenant").

### **RECITALS:**

**WHEREAS**, the City is the owner of the real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map # 095.-01-01.1 (the "Premises"); and

**WHEREAS**, Tenant is desirous of entering into a lease with the City for the use of the Premises for a term of ten (10) years with a Tenant option to renew for up to three (3) renewal periods of five (5) years each with each renewal period being subject to the approval of the Mayor and the Common Council as further described herein below; and

**WHEREAS**, it is the understanding of the parties that this Lease shall be an absolute triple net Lease with respect to the City. As further described below, the Tenant shall pay all of the actual real property taxes, assessments, insurance, utilities, all maintenance and repair, and all operating costs for the Premises. Tenant specifically acknowledges that it will be responsible for all ordinary and extraordinary maintenance and any and all capital improvements during the lease term, maintaining the Premises in good repair, condition, and operation; and

**WHEREAS**, the City duly considered this request to lease the Premises to Tenant, and on June 20, 2016, the City of Syracuse Common Council adopted Ordinance No. 590 of 2016, which Ordinance was duly signed by Mayor Stephanie A. Miner on June 22, 2016, and which Ordinance authorized this Lease; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

### **ARTICLE 1. INCORPORATION OF RECITALS**

1.0 All recitals set forth above are incorporated herein and made a part hereof.

### **ARTICLE 2. PREMISES**

2.0 The City hereby leases to Tenant and Tenant hereby leases from the City, subject to the terms and provisions of this Agreement, the Premises, more particularly described above, and commonly known as 601-77 South Warren Street and East Adams Street, Syracuse, New York 13201 (Tax Map # 095.-01-01.1) and further described on the attached Exhibit "A".

### ARTICLE 3. TERM OF LEASE

3.0 The term of this Agreement shall be for a period of ten (10) years (the "Initial Term") with a Tenant option to renew for up to three (3) renewal periods of five (5) years each subject to mutual agreement between the Tenant and the Mayor, subject to approval by the Common Council. The Initial Term shall begin on the Commencement Date, as the Commencement Date is further defined herein, and shall end on the Termination Date unless otherwise renewed pursuant to the terms of the Agreement. Tenant shall exercise its intention to renew for any renewal period upon written notice delivered to the City at least six (6) months prior to the expiration of the Initial Term or, as the case may be, any renewal period.

3.1 Duplicate originals of this Agreement shall be filed with the City Clerk and recorded with the Onondaga County Clerk. Tenant shall be responsible for the costs of any filing or recording.

### ARTICLE 4. COMMENCEMENT DATE

4.0 As herein used, the "Commencement Date" shall mean July 1, 2016.

### ARTICLE 5. TERMINATION DATE

5.0 As herein used, the "Termination Date" shall mean the date upon which the Premises must be surrendered by Tenant, which for purposes of this Agreement shall be June 30, 2026, subject to any renewal period authorized herein.

### ARTICLE 6. RENT

6.0 Tenant shall pay to the City, as monetary rent for the Premises, the annual sum of Four Hundred Thousand Dollars (\$400,000.00) which shall be payable in twelve (12) monthly installments of Thirty-Three Thousand Three Hundred Thirty Three Dollars and thirty-three cents (\$33,333.33) beginning on July 1, 2016 and continuing on the first day of every month thereafter through June 30, 2021, and then an annual sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) payable in twelve (12) monthly installments of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) beginning on July 1, 2021 and continuing on the first day of every month thereafter through June 30, 2026. The rent for any renewal period shall be at the market rate at the time of each election to renew, subject to mutual agreement, along with all "additional rent" items described herein.

6.1 The rent shall be due on or before the first day of every month throughout the term of this Agreement including any renewal periods and shall be delivered by the due date to the Commissioner of Finance at 233 East Washington Street, Room 128, Syracuse, New York 13202. Any payment made by check shall be made payable to the Commissioner of Finance.

6.2 If payment is not received within ten days of its due date, Tenant shall pay a late charge equal to five percent (5%) of the late amount. Such late charge shall be considered additional rent.



## **ARTICLE 7. USE OF THE PREMISES**

7.0 Tenant shall use and occupy the Premises only as a parking garage. Tenant shall keep the Garage open to the general public at all times during its operation at normal rates which shall be made available to the City. Tenant also agrees to honor all existing City Parking Agreements entered into by the City with third parties which have been authorized by the Common Council. A list of all known such authorized agreements and a summary of their terms is attached to this Agreement as Exhibit "B". Tenant further agrees to make up to fifty (50) spaces available at all times free of charge to Syracuse Police Officers on official duty and CSEA members as required pursuant to the specific provisions of both the Syracuse Police Benevolent Association, Inc. (PBA) and CSEA Labor Agreements.

7.1 Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for such use and occupancy. Such licenses and permits will not be unreasonably withheld by the City. Tenant shall comply with all federal, state and local laws, rules and regulations with respect to such use and occupancy of the Premises.

## **ARTICLE 8. ASSIGNMENT**

8.0 Tenant shall not assign this Agreement or any part thereof unless the City has specifically authorized such an assignment in a writing executed by both Parties. The City may withhold its consent to assignment for any reason or for no reason whatsoever.

8.1 The City shall have the right to sell or assign any of its rights under this Agreement. Upon receipt of any notice of any sale or assignments by the City, Tenant shall fulfill each and every obligation to make all payments required under this Agreement to such buyer or assignee, and Tenant further agrees that upon receipt of notice of any sale or assignment by the City, Tenant will execute any acknowledgement, attornment, subordination or consent that the buyer or assignee may require.

## **ARTICLE 9. CONSTRUCTION BY TENANT**

9.0 Any construction by Tenant or its permitted assigns or subtenants, for its use of the Premises, shall be done under a permit and according to plans approved by the required federal, state or local municipality having jurisdiction over such matters.

## **ARTICLE 10. UTILITIES**

10.0 The cost and expense related to utility services to the Premises shall be the sole responsibility of the Tenant. This shall include but shall not be limited to any charge for electricity, gas, water or sewer services.

## **ARTICLE 11. IMPROVEMENTS AND REPAIRS**

11.0 Except as otherwise stated herein, the City shall not be required to maintain, design, construct, landscape, decorate or make any repairs or improvements to the Premises or provide any services not already available to the Premises.

11.1 Tenant has agreed as additional consideration for this lease to construct certain improvements to the Premises as further outlined in the attached Exhibit "C" (hereinafter the "Improvements"). Tenant's construction of the Improvements shall be considered additional rent for the Premises. Failure of the Tenant to construct the Improvements substantially as described in Exhibit "C" shall be a breach of this Agreement. The construction of the Improvements shall commence on or before August 1, 2016 and shall be completed on or before August 1, 2017.

11.2 Except as otherwise stated herein, Tenant agrees to keep the Premises clean, neat and in good condition and repair and make all necessary improvements, repairs or replacements thereto, as required by local, state, or federal law and take all necessary steps to maintain it in a clean and sanitary manner. Tenant shall be responsible for all repairs including but not limited to all ordinary and extraordinary repairs to all electrical systems, plumbing systems, heating and cooling systems, security systems, roofing, revenue systems and elevators. For purposes of this Section 11.2, and notwithstanding anything herein or elsewhere to the contrary, the term "extraordinary repairs" do not include repair or replacement of the building's primary structure and systems including, but not limited to, foundations, beams, columns, floor slabs, shaft enclosures, stairwell structures and enclosures and other major infrastructure, systems, services and utilities, all of which shall remain the responsibility of the City.

11.3 After the expiration of all applicable cure periods, this Agreement may be terminated for Tenant's failure to comply, in any material way, with any provision of this Article at the City's sole discretion.

#### **ARTICLE 12. IMPROVEMENTS UPON TERMINATION**

12.0 Upon termination of this Agreement, Tenant shall deliver the Premises with any and all improvements located thereon in good repair and condition, reasonable wear and tear excepted. All improvements shall become the property of the City upon the expiration or termination of this Agreement, with the exception of valet and security system equipment including cameras, communication equipment and furnishings.

#### **ARTICLE 13. REVENUE SHARING**

13.0 If Tenant, with the prior written approval of the Commissioner of the Department of Public Works ("DPW"), enters into an agreement or agreements to rent or license one hundred (100) or more spaces to a third party (a "Parking Agreement"), then Tenant shall pay to the City forty percent (40%) of the net revenue generated from each Parking Agreement. Tenant shall pay the City its revenue share on a quarterly basis for each consecutive quarter following Tenant's receipt of any payment towards a Parking Agreement. Upon entering into a Parking Agreement with a third party, Tenant shall within ten (10) days provide a copy of said Parking Agreement to the City. The payments due to the City pursuant to this paragraph shall be considered additional rent.

13.1 If Tenant desires to remove any City owned equipment, fixtures, or goods, Tenant shall notify the City of its desire and shall make such equipment, fixtures, or good available to be picked up by the City at a time convenient to all Parties. If the City notifies the Tenant in writing that it has no interest in the equipment, fixtures, or goods, or fails to pick up the equipment, fixtures,

or goods within thirty (30) days after such written notice, then the Tenant may dispose of such equipment, fixtures, or goods at its own cost and expense.

#### ARTICLE 14. INSPECTION

14.0 During the term of this Lease, or any extension thereto, the City, its employees, agents, licensees or contractors shall have the right to inspect the Premises at any and all times for which the Premises are open and operating or at any other time upon reasonable notice to the Tenant. Notwithstanding anything to the contrary, the City expressly reserves the right to access the Premises in the event of any emergency necessitating immediate response.

#### ARTICLE 15. INSURANCE AND INDEMNITY

##### 15.0 Types and Amounts

Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring:

(a) The City and Tenant from all claims, demands or action for injury to or death of any person or property damage occurring on, in or about the Premises during the Term of this Agreement. Such policy or policies shall include the City as an additional insured without liability by the City for premium and shall provide limits of coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence Ten Million Dollars (\$10,000,000.00) aggregate. Such liability and liabilities should be continued notwithstanding any recovery thereunder. Such policy or policies shall also include without limitation, vandalism and malicious mischief endorsements. Said insurance shall comprehend full coverage of the indemnity set forth below in Section 15.3; and

(b) The City and Tenant from Commercial Property Loss covering theft, property damage, vandalism, fire, natural disaster, smoke, wind, hail and other events of loss in an amount not less than the full replacement value of all improvements located on the Premises.

##### 15.1 Form of Insurance

The aforesaid insurance shall be with companies and in form, substance and amount, where not otherwise stated above, satisfactory to the City, insuring the City as well as Tenant against injury to persons or damage to property herein provided. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to the City. The original insurance policies, or certificates thereof satisfactory to the City, together with satisfactory evidence of payment of the premiums thereon, shall be deposited with the DPW Parking Garage Supervisor at the City's DPW office at or prior to the Commencement Date, together with the renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage. Tenant's submission under this Section shall accurately identify the Premises. Mere submittal of insurance documentation without sufficient identification of the subject of coverage shall not satisfy Tenant's obligations herein.

15.2 Unless due to the negligence of the City, its employees, agents, licensees or contractors, the City shall not be liable to Tenant for any loss, damage or injury to Tenant's property or its employees, tenants, subtenants, agents, patrons or licensees, guests or any other user or

operator of, on, or connected to, the Premises, resulting from fire, theft or any accident or casualty on the Premises, or the claims for such damage or injury, such claims being hereby expressly waived by Tenant.

**15.3 Indemnity**

Tenant shall indemnify, defend and hold harmless the City, its employees, agents, licensees or contractors from all injury, loss, claims or damages to any person or property while on the Premises, unless caused by the act, negligence or default of the City, its employees, agents, licensees or contractors, and from and against any and all injury, loss, claim, or damage to any person or property anywhere occasioned by any act, neglect, or default of Tenant, its employees, agents, licensees or contractors.

**ARTICLE 16. SIGNS**

**16.0** Tenant shall have the right, at its sole cost and expense, and in conformity with the applicable federal, state and local laws, ordinances and zoning, to place such signs on the Premises as shall indicate Tenant's name and the nature of its business.

**ARTICLE 17. TENANT'S COVENANTS**

**17.0** Tenant covenants and agrees as follows:

- (a) To pay when due the said rent at the time and in the matter aforesaid;
- (b) To procure at its own expense any licenses and permits required for any use made of the Premises by Tenant;
- (c) Upon the expiration or termination of this Agreement, to remove its effects and those of all persons claiming under it and to yield up peaceably to the City the Premises in good order, repair and condition in all respects, reasonable wear and tear expected;
- (d) To keep and maintain the sidewalks adjacent to the Premises clean and free from snow, rubbish, trash, and garbage, and to store all trash and garbage within the Premises, and to arrange for the regular pick-up thereof. To keep and maintain the sidewalks adjacent to the Premises, as well as the entire Premises, in a clean, well lit, safe and secure manner, which shall include snow and ice removal, maintenance of walls, sprinkler and fire department connections, as well as maintaining and planting the landscaping and garden features, together with such other repairs and maintenance as shall be necessary to comply with this Agreement;
- (e) To procure and maintain at its own expense any water, sewer and utility connections to the Premises;
- (f) Not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance; nor to permit any act or thing to be done on the Premises which shall be contrary to any law or ordinance or which shall constitute a nuisance or which may make void or voidable any insurance on the Premises;

(g) To pay promptly when due the entire cost of any work to the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, using material of good quality and complying with all governmental requirements; and to insure, indemnify, defend, and hold harmless the City from any and all injury, loss, claims or damage to any person or property arising or growing out of such work or materials;

(h) To pay all other charges or fees attributable to Tenant's use of the Premises, including, but not limited to, charges for real property taxes and special assessments, Downtown Special Assessments, utilities, water and sewer charges; it being the intention of the parties to this Agreement that the City shall have no responsibility for any operation of, or for the payment of, any of the costs or expenses of the Premises, its renovation or its operation during the term of this Agreement; and

(i) To name the City as an additional insured on any other insurance policies obtained by Tenant in furtherance of Tenant's activities on the Premises.

#### **ARTICLE 18. SUBORDINATION**

18.0 This Agreement and the lien thereof shall be subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part irrespective of the time of execution or the time of recording of any such mortgage or mortgages; and Tenant grants the City Power of Attorney for Tenant in the event Tenant refuses to execute said instruments evidencing said subordination. The above subordination is granted on the condition that the holder of any such mortgage shall provide, and agree in writing, that in the event of foreclosure or other action taken under the mortgage, the lease and the rights of Tenant shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, extensions, renewals and replacements thereof, and any and all advances thereunder.

#### **ARTICLE 19. WAIVERS**

19.0 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its right hereunder. No waiver by either party at any time, express or implied, shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or of any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent action.

#### **ARTICLE 20. DEFAULT AND OPPORTUNITY TO CURE**

##### **20.0 Tenant Default**

(a) Tenant shall be in default under the terms of this Agreement if any of the following occur:

1. Tenant fails to or neglects to perform or observe any of the terms or conditions and covenants in this Agreement, other than the payment of rent, and Tenant shall not cure such failure or neglect following thirty (30) days written notice from the City specifying such default, if default may not be reasonably cured within thirty (30) days, then upon work to cure the default commencing within thirty (30) days and completion of such work to cure being completed within ninety (90) days or such other time period agreed upon by the parties in writing;
2. The rents and any late charges or additional rents specified in this Agreement are not paid within ten (10) days after written notice from the City specifying such lack of payment;
3. Tenant files for bankruptcy, is declared bankrupt, insolvent by law, or if any assignment shall be made for the benefit of creditors;
4. A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;
5. The leasehold interest of Tenant is levied on under execution and such judgment is not released or paid with thirty (30) days of execution;
6. Tenant fails to renew or obtain any or all insurance, and proof of current insurance coverage is not provided within ten (10) days after written notice from the City specifying such lack insurance coverage; or
7. Tenant fails to renew or obtain any or all licenses or permits necessary to continue its permitted and intended use for the Premises.

**20.1 City's Options in Event of Tenant Default**

(a) In any of the above events of default, the City shall have the option to do any of the following by summary proceeding (when applicable) or any other applicable process or proceeding, and in addition to and not in limitation of any other remedy permitted by law or by this Agreement:

1. Terminate this Agreement, in which event, Tenant shall immediately surrender the Premises to the City; but if Tenant shall fail to do so, the City may, without further notice and without prejudice to any other remedy the City may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, without being liable to prosecution or any claim for damages therefore.

Tenant shall indemnify the City for all loss and damage which the City may suffer by reason of such lease termination, whether through inability to re-lease the Premises, or decrease in rent, or expense of operation, or otherwise.

In the event of such termination, the City may, at its option, retain any or all of Tenant's prepaid rent then in the City's possession.

2. The City may also enter upon the Premises as the agent of Tenant, peaceably, without being liable to prosecution or any claim for damages therefore, remove Tenant's property therefrom and re-lease the Premises and receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-leasing, on demand at any time. For

purposes of re-leasing, the City may (a) make any repairs, changes, alterations, or additions on or to the Premises, (b) pay all costs and expenses therefor from the rents resulting from the re-leasing, and (c) Tenant shall pay the City any deficiency as aforesaid.

3. Charge Tenant any and all reasonable attorneys, architect, engineers, appraisals or any other fees or costs incurred by the City in pursuit of any of its remedies herein.

#### 20.2 City Default and Opportunity to Cure

In the event that the Tenant claims that the City is in default of any condition of this Agreement, then the Tenant must provide the City with thirty (30) days written notice subject to the City's right to cure such a default within the thirty (30) day notice period or any extensions thereof agreed to by the parties in writing.

### **ARTICLE 21. HAZARDOUS MATERIALS**

#### 21.0 Hazardous Materials

(a) Tenant shall not allow or cause any oil or hazardous materials, hazardous substances or hazardous wastes or any other contaminant or pollutant to be released at, on, to, into or from the Premises, except in accordance with the terms and conditions of a permit, certificate, license or other written approval of a governmental body.

(b) It shall promptly notify the City in writing of the filing of an environmental lien against the Premises, the listing or proposed listing of the Premises on the Federal National Priorities list, the New York State Inactive Hazardous Waste Disposal Site Registry or comparable state list, or of any environmental claim, notification, order, violation, action, suit or proceeding with respect to the Premises.

(c) Without prejudice to any other right, remedy or claim that the City may have against Tenant, Tenant shall pay the City an amount equivalent to the costs and expenses of any environmental audit, survey or investigation undertaken by the City, its employees or agents relating to the Premises, if the audit survey or investigation is required as a result of activity by Tenant, its patrons or other persons using the Premises.

(d) Tenant shall indemnify, defend, and hold harmless the City, from and against all loss, liability, damage and expense, including, without limitation, reasonable costs associated with administrative and judicial proceedings, reasonable engineering, consulting and attorney's fees suffered or incurred by the City on account of (i) Tenant's failure to comply with any federal, state or local environmental law, code, ordinance, rule or regulation or any interpretation or order of any regulatory or (ii) any release or threatened release of hazardous wastes or any other contaminant or pollutant at, on, to, or into the Premises or from the Premises on, to or into any adjoining property or other property; (iii) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) such failure to comply with, or otherwise arising under, any federal, state or local environmental law, code, ordinance, rule or regulation or any interpretation or order of any regulatory or administrative authority with respect thereto, or the common law, and/or (B) any release or threatened release of oil or hazardous materials, hazardous

substances or hazardous wastes or any other contaminant or pollutant; or (iv) the breach of any of the warranties and representations or the terms and conditions contained in these provisions.

(e) In the event that there shall be applied a lien against the Premises pursuant to any federal, state or local law, code, ordinance, rule or regulation or under common law, pertaining to oil or hazardous materials, hazardous substances or hazardous wastes or any other contaminant or pollutant brought in by Tenant, patrons of Tenant or other user of the Premises, Tenant shall pay the claim and remove the lien from the Premises no later than thirty (30) days from the date Tenant receives notice of the lien. Notwithstanding the foregoing, in the event any governmental authority has commenced efforts to cause the Premises to be sold pursuant to the lien, the City reserves the right to demand that Tenant pay the claim and remove the lien from the Premises within the period of time specified by the City.

#### **ARTICLE 22. EMINENT DOMAIN**

22.0 If the Premises or any part thereof, or if properties of the City including the Premises or any part of the Premises, shall be the subject of condemnation or action of eminent domain by any governmental or other authority lawfully exercising the right of eminent domain, the City, at the City's option, may terminate this Agreement with respect to such part of the Premises condemned and Tenant shall not be entitled to receive any part of any condemnation award in connection therewith, provided, however, that in such event, rent paid or payable with respect thereto shall be refunded or abated pro-rata from the date of such termination.

#### **ARTICLE 23. RIGHT OF FIRST REFUSAL**

23.0 The City hereby grants to Tenant during the term of this Lease, or any extension thereto, a right of first refusal to purchase the Premises upon written notice by the City to Tenant of its receipt of a bona fide third-party offer after which Tenant shall have fourteen (14) calendar days to exercise Tenant's right of first refusal upon the same or substantially the same terms and conditions as in such bona fide written offer in possession of the City.

#### **ARTICLE 24. NOTICES**

24.0 All notices to or demands upon the City or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Unless otherwise expressly provided for herein, any notices or demands from the City to Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been hand-delivered or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the City as follows: City of Syracuse, Department of Assessment 233 East Washington Street, Room 130, Syracuse, New York 13202, with copy to: City of Syracuse, Office of Corporation Counsel 233 East Washington Street, Room 300, Syracuse, New York 13202 or at such address as the City may therefore have furnished by written notice to Tenant, and any notices or demands from the City to Tenant shall be deemed to have been duly and sufficiently given if hand-delivered or mailed by United States certified mail in an envelope properly stamped and addressed to Lessee as follows: MDS MT, LLC, 500 South Warren Street, Syracuse, New York 13201, or at such other address as Tenant may therefore have furnished by written notice to the City. The effective date of such notice shall be the day of the date of hand-delivery or three (3) days after the delivery of the same to the United States Postal Service.



#### **ARTICLE 25. SEVERABILITY**

**25.0** If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the remaining terms or provisions shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

#### **ARTICLE 26. ENTIRE AGREEMENT**

**26.0** This instrument contains the entire agreement between the parties and no oral statements or representations or prior written materials not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended except in a writing, executed by both parties.

#### **ARTICLE 27. SUCCESSORS OR ASSIGNS**

**27.0** This Agreement shall constitute a binding agreement for the lease of the Premises and shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, executors, administrators, successors, and in accordance with Article 8 above, their assigns.

#### **ARTICLE 28. COUNTERPARTS**

**28.0** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### **ARTICLE 29. APPLICABLE LAW**

**29.0** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any legal action brought pursuant to this Agreement shall be in the State or Federal courts located within the County of Onondaga, and State of New York.

#### **ARTICLE 30. RELATIONSHIP OF THE PARTIES**

**30.0** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the City as owner/landlord of the premises and MDS MT, LLC as the tenant.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Attest:

CITY OF SYRACUSE

By: John P. Copanas  
John P. Copanas, City Clerk

By: Stephanie A. Miner  
Stephanie A. Miner, Mayor

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

On this 18<sup>th</sup> day of August, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephanie A. Miner, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Meghan E. Ryan  
Notary Public

**Meghan E. Ryan**  
Notary Public, State of New York  
No. 02RY6291870  
Qualified in Onondaga County  
Commission Expires October 21, 2017

MDS MT, LLC

By: 

EDWARD M. RILEY

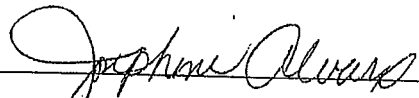
Print Name

MANAGING MEMBER, MEMBER

Print Title

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

On this 17 day of August, 2016 before me the undersigned, a notary public in and for said state, personally appeared **Edward M. Riley**, 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 as sole Member and Manager, the limited liability company described in and which executed the above instrument; that he signed the instrument pursuant to a resolution of the limited liability company and that he signed his name thereto by like order; and that by his signature on the instrument, **Edward M. Riley**, executed the instrument.

  
Notary Public

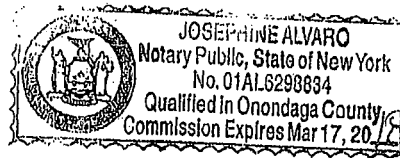


EXHIBIT A

LEGAL DESCRIPTION

DEED 3712 PAGE 252

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being a portion of Block #143, in said City and being more particularly described as follows:

BEGINNING at the intersection of the present easterly line of South Warren Street with the present southerly line of Harrison Street, said point of intersection being the northwesterly corner of said Block #143;

thence S. 89-49'-40" E., along said southerly line of Harrison Street, a distance of 132.00 feet to its intersection with the westerly line of Harrison Place;

thence S. 00-03'-30" W., along said westerly line of Harrison Place, a distance of 495.35 feet to its intersection with the northerly line of East Adams Street;

thence N. 89-47'-50" W., along said northerly line of East Adams Street, a distance of 132.00 feet to its intersection with said easterly line of South Warren Street and the southwesterly corner of said Block #143;

thence N. 00-03'-30" E., along said easterly line of South Warren Street and the westerly line of said Block #143, a distance of 495.28 feet to the point of beginning.

*Sub 1 det. 18*

Deed Recorded on the  
31 day of July 1922 at  
3:20 P. M. in Book 1372 Page 252 de  
and examined.

*James T. ...*  
COUNTY CLERK  
ONONDAGA COUNTY CLERKS OFFICE

*18*

**Ordinance No.**

**2023**

**ORDINANCE AUTHORIZING AN AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND MDS  
MS LLC FOR DELINQUENT RENT PAYMENTS  
FOR REAL PROPERTY COMMONLY KNOWN  
AS THE HARRISON STREET PARKING  
GARAGE LOCATED AT 601-77 WARRANT ST**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor on behalf of the City of Syracuse be and he is hereby authorized to enter into a rent payment agreement, in substantially the same form as attached as Appendix A, with MDS, MD, LLC for delinquent rent payments for real property commonly known as the Harrison Street Parking Garage located at 601-77 South Warren Street, Syracuse, NY; 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.

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## RENT PAYMENT AGREEMENT

This Rent Payment Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ between and among MDS MT, LLC ("Tenant") and the City of Syracuse (the "City").

WHEREAS, the City is the owner of the real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map # 095.-01-01.1 (the "Premises").

WHEREAS, the Tenant and the City entered into a Lease Agreement for the Premises commencing on June 1, 2016.

WHEREAS, there are unpaid lease payments for the years 2021 through 2023, in the sum of \$1,070,833.32 and unpaid interest on that balance through September 10, 2023 in the sum of \$53,541.67, totaling the sum of \$1,124,374.99; and

WHEREAS, the Tenant has requested that the City compromise the lease payments and interest which are due and owing; and

WHEREAS, the Commissioner of Finance has agreed to this request and hereby seeks Common Council approval of this agreement pursuant to Section 3-114 of the City Charter in accordance with the terms and conditions set forth below; NOW, THEREFORE,

- 1) DOWN PAYMENT – Tenant agrees to pay the City One Hundred Fifty Thousand Dollars (\$150,000.00) in full satisfaction of the delinquent rent and interest to occur on or before December 1, 2023.
- 2) UNPAID PAYMENTS AND INTEREST – The City agrees to compromise and write off the remaining unpaid rent payments for March 2021 through September 2021 and interest related to all unpaid rent payments.
- 3) CURRENT PAYMENTS – Tenant shall pay to the City, as monetary rent for the Premises, the annual sum of Five Hundred Fifty-Eight Thousand and Three Hundred Thirty Dollars (\$558,330.00) which shall be payable in twelve (12) monthly installments of Forty-Six Thousand Five Hundred Twenty-Seven Dollars and fifty cents (\$46,527.50) beginning on October 1, 2023 and continuing on the first day of every month thereafter through June 30, 2026, and then an annual sum of Six Hundred Eight Thousand Dollars (\$608,330.00) payable in twelve (12) monthly installments of Fifty Thousand Six Hundred Ninety-Four Dollars and seventeen cents (\$50,694.17) beginning on July 1, 2026 and continuing on the first day of every month thereafter through June 30, 2031. The rent for any renewal period shall be at the market rate at the time of each election to renew, subject to mutual agreement.
- 4) MISCELLANEOUS PROVISIONS
  - a) Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement. Each of the persons signing this Agreement represent and

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warrant they are duly authorized to sign on behalf of and bind the named Party.

- b) This Agreement may not be changed, altered, modified, or waived except by written amendment entered into by the Parties or their successors-in-interest.
- c) This Agreement shall be binding on the Parties' successors and assigns.
- d) The Parties acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this Agreement.
- e) This agreement shall be governed by the laws of the State of New York, County of Onondaga, without regard to any choice of law principles.
- f) If any portion(s) of this Agreement is held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion(s) is declared to be invalid and of no force or effect in such jurisdiction, then all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion(s) had not been included herein.
- g) This Agreement is executed by the undersigned, duly authorized representatives of the Parties, and may be signed in one or more counterparts, each of which will be considered an original. The exchange of executed copies of this Agreement and/or of signature pages by facsimile, email, or other electronic transmission will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes.
- h) This Agreement is intended solely to compromise disputed tax issues. Nothing in this Agreement is intended to be or shall constitute an admission by either party for any purpose whatsoever, and this Agreement shall not be used by any party or any other person as evidence in any other matter or proceeding, including any proceeding regarding prior or subsequent tax years, except that this Agreement may be used as evidence in any suit or proceeding to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

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MDS MS, LLC

---

City of Syracuse



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# DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER  
CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Michael Cannizzaro, CPA**  
Commissioner of Finance

**Annemarie Deegan**  
First Deputy Commissioner

**Veronica H. Voss**  
Deputy Commissioner

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

RE: Request for Legislation – MDS MS, LLC Rent Payment Agreement

Dear Ms. McBride,

Please prepare legislation to be placed on the agenda for the next regularly scheduled Common Council meeting authorizing a rent payment agreement with MDS MS, LLC for delinquent rent payments for real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map # 095.-01-01.1.

Delinquent lease payments (exclusive of interest) total \$1,070,833.32 (for years 2021 - 2023). Interest for the period through September 10, 2023 totals \$53,541.67. The agreement should authorize the acceptance of a \$150,000 payment in satisfaction of all delinquent rent and interest. Lease payments of \$245,833.32 and interest of \$53,541.67 as of September 10, 2023, will be written off. The remaining delinquent lease balance of \$675,000.00 will be amortized over the remaining lease of the term at an interest rate of 5.3%. The payment will be due on or before December 1, 2023.

Thank you for your time and consideration regarding this matter.

Sincerely,

Michael Cannizzaro, CPA  
Commissioner of Finance

cc: Frank Caliva, Chief Administrative Officer  
Matthew Oja, Commissioner of Assessment  
Susan Katzoff, Corporation Counsel

**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.net](http://www.syr.gov.net)

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Attachment

Breakdown MDS MS, LLC Delinquent Rent Payments Agreement

	Rent	Interest	Total	
Past Due	1,070,833.32	53,541.67	1,124,374.99	
Write off	(245,833.32)	(53,541.67)	(299,374.99)	
Current Due	825,000.00	-	825,000.00	
Down Payment	(150,000.00)	-	(150,000.00)	
Remaining Balance	675,000.00	-	675,000.00	*
<i>*Amortized over 92 months at 5.3% interest (\$9,027.53/Month - total repayment of \$830,532.76)</i>				

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## RENT PAYMENT AGREEMENT

This Rent Payment Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ between and among MDS MT, LLC ("Tenant") and the City of Syracuse (the "City").

WHEREAS, the City is the owner of the real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map # 095.-01-01.1 (the "Premises").

WHEREAS, the Tenant and the City entered into a Lease Agreement for the Premises commencing on June 1, 2016.

WHEREAS, there are unpaid lease payments for the years 2021 through 2023, in the sum of \$1,070,833.32 and unpaid interest on that balance through September 10, 2023 in the sum of \$53,541.67, totaling the sum of \$1,124,374.99; and

WHEREAS, the Tenant has requested that the City compromise the lease payments and interest which are due and owing; and

WHEREAS, the Commissioner of Finance has agreed to this request and hereby seeks Common Council approval of this agreement pursuant to Section 3-114 of the City Charter in accordance with the terms and conditions set forth below; NOW, THEREFORE,

- 1) **DOWN PAYMENT** – Tenant agrees to pay the City One Hundred Fifty Thousand Dollars (\$150,000.00) in full satisfaction of the delinquent rent and interest to occur on or before December 1, 2023.
- 2) **UNPAID PAYMENTS AND INTEREST** – The City agrees to compromise and write off the remaining unpaid rent payments for March 2021 through September 2021 and interest related to all unpaid rent payments.
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- 4) **MISCELLANEOUS PROVISIONS**
  - a) Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement. Each of the persons signing this Agreement represent and

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warrant they are duly authorized to sign on behalf of and bind the named Party.

- b) This Agreement may not be changed, altered, modified, or waived except by written amendment entered into by the Parties or their successors-in-interest.
- c) This Agreement shall be binding on the Parties' successors and assigns.
- d) The Parties acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this Agreement.
- e) This agreement shall be governed by the laws of the State of New York, County of Onondaga, without regard to any choice of law principles.
- f) If any portion(s) of this Agreement is held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion(s) is declared to be invalid and of no force or effect in such jurisdiction, then all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion(s) had not been included herein.
- g) This Agreement is executed by the undersigned, duly authorized representatives of the Parties, and may be signed in one or more counterparts, each of which will be considered an original. The exchange of executed copies of this Agreement and/or of signature pages by facsimile, email, or other electronic transmission will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes.
- h) This Agreement is intended solely to compromise disputed tax issues. Nothing in this Agreement is intended to be or shall constitute an admission by either party for any purpose whatsoever, and this Agreement shall not be used by any party or any other person as evidence in any other matter or proceeding, including any proceeding regarding prior or subsequent tax years, except that this Agreement may be used as evidence in any suit or proceeding to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date written below.

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MDS MS, LLC

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City of Syracuse



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

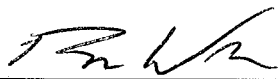
**TO:** Honorable Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management & Budget  
**DATE:** September 18, 2023  
**SUBJECT:** Rent Agreement – MDS MS, LLC

On behalf of the Department of Finance, I am requesting a rent payment agreement with MDS MS, LLC for delinquent rent payments for real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map #095.-01-01.1.

Delinquent lease payments (exclusive of interest) total \$1,070,833.32 (for years 2021-2023). Interest for the period through September 10, 2023 totals \$53,541.67. The agreement should authorize the acceptance of a \$150,000 payment in satisfaction of all delinquent rent and interest. Lease payments of \$245,833.32 and interest of \$53,541.67 as of September 10, 2023, will be written off. The remaining delinquent lease balance of \$675,000 will be amortized over the remaining lease of the term at an interest rate of 5.3%. The payment will be due on or before December 1, 2023.

Please indicate your concurrence by signing below and returning 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

9/20/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH CHUCK IT HAULERS RELATIVE TO PERFORMING SUPPLEMENTAL COLLECTION SERVICES FOR RESIDENTIAL SOLID WASTE ON BEHALF OF THE CITY OF SYRACUSE**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, a Request for Proposal (RFP) was conducted for Supplemental Collection Services for Residential Solid Waste and the RFP Committee recommended Chuck It Haulers be awarded the contract; and

WHEREAS, the Mayor has approved the retention of Chuck It Haulers, under the following terms:

- (1) Chuck It Haulers shall provide supplemental collection services relative to residential solid waste on behalf of the Department of Public Works;
- (2) This contract is for a one-year period effective from the date of the execution of the contract with the option of two (2) six-month renewals subject to the approval of the Mayor and Common Council;
- (3) The City shall pay Chuck It Haulers an amount not to exceed \$239,000.00 for the first year of this agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #01.14910.540552 or another appropriate account as designated by the Commissioner of Finance.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

21

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**RE: Request for Legislation - RFP #24-099 Supplemental Collection Services for Residential Solid Waste on behalf of the City of Syracuse**

Dear Ms. McBride:

Please prepare legislation for consideration at the next scheduled meeting of the Common Council to authorize the City of Syracuse to enter into a contract with Chuck It Haulers for Supplemental Collection Services for Residential Solid Waste, RFP #24-099.

In August 2023, the City issued an RFP seeking contractors to perform Supplemental Collection Services for Residential Solid Waste on behalf of the City of Syracuse. The city received one proposal in response to the RFP from Chuck It Haulers. Based on the recommendation to move forward with Chuck It Haulers from a committee meeting held on August 31<sup>st</sup> and an interview held on September 12<sup>th</sup>. The Department of Public Works would like to proceed with entering into a contract with Chuck It Haulers. The contract will be for 1 (1) year commencing on the date of contract execution, with two (2) 6-month options to renew.

Expenditures are estimated not to exceed \$239,000 per year. Expenditures will be charged to account #01.14910.540552 or any other account deemed appropriate by the Commissioner of Finance.

Sincerely,

Jeremy Robinson  
Commissioner, Department of Public Works

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Mr. Tim Rudd  
Director of Management and Budget  
City Hall, Room 213  
Syracuse NY 13202

**RE: Request for Legislation - RFP #24-099 Supplemental Collection Services for Residential Solid Waste on behalf of the City of Syracuse**

Dear Mr. Rudd:

Please prepare legislation for consideration at the next scheduled meeting of the Common Council to authorize the City of Syracuse to enter into a contract with Chuck It Haulers for Supplemental Collection Services for Residential Solid Waste, RFP #24-099.

In August 2023, the City issued an RFP seeking contractors to perform Supplemental Collection Services for Residential Solid Waste on behalf of the City of Syracuse. The city received one proposal in response to the RFP from Chuck It Haulers. Based on the recommendation to move forward with Chuck It Haulers from a committee meeting held on August 31<sup>st</sup> and an interview held on September 12<sup>th</sup>. The Department of Public Works would like to proceed with entering into a contract with Chuck It Haulers. The contract will be for 1 (1) year commencing on the date of contract execution, with two (2) 6-month options to renew.

Expenditures are estimated not to exceed \$239,000 per year. Expenditures will be charged to account #01.14910.540552 or any other account deemed appropriate by the Commissioner of Finance.

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Sincerely,

Jeremy Robinson  
Commissioner, Department of Public Works





# 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:** September 18, 2023  
**SUBJECT:** Agreement RFP#24-099 – Chuck It Haulers

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into a contract with Chuck It Haulers for Supplemental Collection Services for Residential Solid Waste, RFP#24-099.

In August 2023, the City issued an RFP seeking contractors to perform Supplement Collection Services for Residential Solid Waste on behalf of the City of Syracuse. The City received one proposal in response to the RFP from Chuck It Haulers. Based on the recommendation to move forward with Chuck It Haulers from a committee meeting held on August 31<sup>st</sup> and an interview held on September 12<sup>th</sup>. The Department of Public Works would like to proceed with entering into a contract with Chuck It Haulers. The contract will be for one (1) year commencing on the date of contract execution, with two (2) 6-month options to renew.

Expenditures are estimated not to exceed \$239,000 per year. Expenditures will be charged to account #01.14910.540552 or any other account deemed appropriate by the Commissioner of Finance.

Please indicate your concurrence by signing below and returning 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

9/20/23  
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](http://www.syr.gov.net)

**ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF SYRACUSE OF FUNDS NOT TO EXCEED \$500,000.00 FROM THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY (SIDA) TO BE USED FOR CENTER ARMORY GARAGE IMPROVEMENTS AND AUTHORIZATION TO EXECUTE A CONTRACT OR OTHER WRITTEN INSTRUMENTS ASSOCIATED WITH THE FUNDS AS NECESSARY**

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to accept funds not to exceed \$500,000.00 from the Syracuse Industrial Development Agency (SIDA); said funds shall be used by the Department of Public Works to repair and improve the Center Armory Garage located at 218 West Jefferson Street (the "Project"); 50% City matching funds are required, for which all City Project costs shall be charged to Account # 01.599007.99999 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments with SIDA associated with accepting said funds as necessary and as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, the Commissioner of Finance is authorized and directed to deposit the same into an appropriate account as designated by the Commissioner of Finance.



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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Patricia McBride, City Clerk  
Office of the City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

**Re: Legislation Request – Accept 50% Cost Share Amount Not to Exceed \$500,000 with the Syracuse Industrial Development Agency for Center Armory Garage Improvements**

Dear Ms. McBride,

Please prepare legislation for the October 2, 2023 meeting of the Syracuse Common Council for the City of Syracuse to accept an investment from the Syracuse Industrial Development Agency (SIDA) in an amount not to exceed \$500,000 that will be used as a 50% cost share with the City of Syracuse to undertake repairs and improvements to the Center Armory Garage located at 218 West Jefferson Street. The City will be responsible to fund the remaining 50% cost of the repairs to the garage, and will be paid from account 01.599007.99999.

Please contact me if you have any questions.

Sincerely,

Jeremy Robinson  
Commissioner of Public Works

Cc: Michael Collins, NBD Commissioner  
Sharon Owens, Deputy Mayor  
Corey Driscoll Dunham, Chief Operating Officer  
Frank Caliva, Chief Administrative Officer  
Matthew Oja, Assessment Commissioner  
Mary Robison, City Engineer  
Kelly Haggerty, Department of Engineering  
Eric Ennis, NBD Deputy Commissioner

**Dept. of Public Works**  
1200 Canal St. Extension  
Syracuse, N.Y. 13210

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://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:** September 25, 2023  
**SUBJECT:** Accept Investment – Syracuse Industrial Development Agency

On behalf of the Department of Public Works, I am requesting to accept an investment from the Syracuse Industrial Development Agency (SIDA) in an amount not to exceed \$500,000 that will be used as a 50% cost share with the City of Syracuse to undertake repairs and improvements to the Century Armory Garage located at 218 West Jefferson Street. The City will be responsible to fund the remaining 50% cost of the repairs to the garage and will be paid from account #599007.01.99999.

Please indicate your concurrence by signing below and returning 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

9/25/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AMENDING ORDINANCE NO. 697-2021 AS LAST AMENDED BY ORDINANCE NO. 838-2022 AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY RELATIVE TO THE CENTER ARMORY PARKING GARAGE**

BE IT ORDAINED, that Ordinance No. 697-2021 as last amended by Ordinance No. 838-2022 is hereby amended to read as follows:

WHEREAS, the Department of Public Works has requested that this Common Council authorize a lease agreement with the Syracuse Industrial Development Agency relative to the Center Armory Parking Garage located at 218 West Jefferson Street, Syracuse, New York; and

WHEREAS, this lease agreement was be for a term of one (1) year with an option to renew for two (2) additional one (1) year periods subject to the approval of the Mayor and the Common Council; and

WHEREAS, the Department of Public works has requested the final one (1) year renewal be modified and extended to a period of three (3) years; and

WHEREAS, pursuant to the lease agreement, the City will be responsible for maintenance and parking management for the Center Armory Garage, but there will be no additional monetary cost to the City for the lease except for a nominal fee to SIDA of \$1.00 per year for the lease; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute a lease agreement under the following terms:

1. The lease agreement for the Center Armory Garage shall be for a term of one (1) year with an option to renew for two (2) additional renewal periods subject to the approval of the Mayor and the Common Council, the first renewal period being for one (1) year

and the second renewal period being for three (3) years; this lease agreement was extended for the first one-year renewal period effective December 1, 2022 through November 30, 2023; this lease agreement is hereby extended for the second three-year renewal period effective December 1, 2023 through November 30, 2026;

2. There shall be no monetary cost to the City for the lease for the term of the agreement, except for the nominal \$1.00 per year payment to SIDA for the lease;
3. Pursuant to the agreement, the City shall be responsible for the maintenance and for parking management services for the Center Armory Garage; and

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

\_\_\_\_\_ = new material



# DEPARTMENT OF PUBLIC WORKS

23

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

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

**Re: Legislation Request - Amendment to Ordinance No. 838-2022 Pertaining to Lease Agreement with the Syracuse Industrial Development Agency for Center Armory Garage**

Dear Ms. McBride,

Please prepare legislation for the October 2, 2023 meeting of the Syracuse Common Council for the City of Syracuse to extend and modify a lease agreement with the Syracuse Industrial Development Agency (SIDA), for the Center Armory Garage, located at 218 West Jefferson Street. The lease agreement was last extended by Ordinance No. 838-2022 for its first (1) one year renewal, December 1, 2022 through November 30, 2023. Please amend Ordinance No. 838-2022 to include a modified term of the lease for a three (3) year period effective December 1, 2023 through November 30, 2026.

All other terms of the agreement remain the same, such as, there shall be no monetary cost to the City for the lease for the term of the agreement, except for the nominal \$1.00 per year payment to SIDA for the lease. Pursuant to the agreement, the City shall be responsible for the maintenance and for parking management services for the Center Armory Garage.

Please contact me if you have any questions.

Sincerely,

Jeremy Robinson  
Commissioner of Public Works

**Dept. of Public Works**  
1200 Canal St. Extension  
Syracuse, N.Y. 13210

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Cc: Michael Collins, NBD Commissioner  
Sharon Owens, Deputy Mayor  
Corey Driscoll Dunham, Chief Operating Officer  
Frank Caliva, Chief Administrative Officer  
Matthew Oja, Assessment Commissioner  
Mary Robison, City Engineer  
Kelly Haggerty, Department of Engineering  
Eric Ennis, NBD Deputy Commissioner

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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

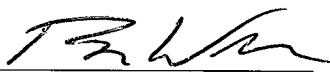
**TO:** Mayor Ben Walsh  
**FROM:** Timothy M. Rudd, Director of Management and Budget  
**DATE:** September 21, 2023  
**SUBJECT:** Amend Ordinance #838-2022 – Syracuse Industrial Development Agency

On behalf of the Department of Public Works, I am requesting to extend and modify a lease agreement with the Syracuse Industrial Development Agency (SIDA), for the Center Armory Garage, located at 218 West Jefferson Street. The lease agreement was last extended by Ordinance #838-2022 for its first (1) one year renewal, December 1, 2022 through November 30, 2023. Please amend Ordinance #838-2022 to include a modified term of the lease for a three (3) year period effective December 1, 2023 through November 30, 2026.

All other terms of the agreement remain the same, such as, there shall be no monetary costs to the City for the lease for the term of the agreement, except for the nominal \$1.00 per year payment to SIDA for the lease. Pursuant to the agreement, the City shall be responsible for the maintenance and for parking management services for the Center Armory Garage.

Please indicate your concurrence by signing below and returning 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

9/25/23  
Date

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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**BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) TO DEFRAY THE COST AND EXPENSE OF THE DEPARTMENT OF PUBLIC WORKS 2023/2024 INTERSTATE LIGHTING UPGRADES PROJECT**

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 Department of Public Works 2023/2024 Interstate Lighting Upgrades Project to replace end of lifespan and damaged interstate lighting equipment that is considered obsolete or past its useful life expectancy, installation of new replacement poles on Interstate 690 and Interstate 81 including at the on and off ramps , and replacement of the wiring and fixtures for this interstate street lighting equipment as needed, at a cost not to exceed One Hundred Thousand Dollars (\$100,000.00), 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. One Hundred Thousand Dollars (\$100,000.00) 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 of One Hundred Thousand Dollars (\$100,000.00), 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 32 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 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.

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Ordinance No.

2023

**ORDINANCE AUTHORIZING THE  
DEPARTMENT OF PUBLIC WORKS  
TO PROCEED WITH THE 2023/2024  
INTERSTATE LIGHTING UPGRADES  
PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the Department of Public Works to proceed with the 2023/2024 Interstate Lighting Upgrades Program to replace end of lifespan and damaged interstate lighting equipment that is considered obsolete and past its useful life expectancy at a total cost not to exceed \$100,000.00. The 2023/2024 Program shall include the installation of new replacement poles on Interstate 690 and Interstate 81, including the on and off ramps, with the wiring and fixtures being replaced as needed; 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 \$100,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



24-25

# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Ms. Patricia McBride  
City Clerk  
230 City Hall  
Syracuse, NY 13202

**Re: 2023/2024 Interstate Lighting Upgrades Program**

Dear Ms. McBride:

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

- Ordinance authorizing the sale and issue of bonds to defray the costs of the 2023/2024 Interstate Lighting Upgrades Program at a cost not to exceed \$100,000.00
- Ordinance authorizing the Department of Public Works to proceed with the 2023/2024 Interstate Lighting Upgrades Program at a cost not to exceed \$100,000.00

Funds will be used to replace end-of-lifespan and damaged Interstate lighting equipment that is considered obsolete and past its useful life expectancy. New replacement poles will be installed on Interstate 690 and 81 including on and off ramps. Wiring and fixtures will be replaced as needed.

The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Mr. Tim Rudd  
Director of Management and Budget  
City Hall, Room 213  
Syracuse, NY 13202

**Re: 2023/2024 Interstate Lighting Upgrades Program**

Dear Mr. Rudd:

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

- Ordinance authorizing the sale and issue of bonds to defray the costs of the 2023/2024 Interstate Lighting Upgrades Program at a cost not to exceed \$100,000.00
- Ordinance authorizing the Department of Public Works to proceed with the 2023/2024 Interstate Lighting Upgrades Program at a cost not to exceed \$100,000.00

Funds will be used to replace end-of-lifespan and damaged Interstate lighting equipment that is considered obsolete and past its useful life expectancy. New replacement poles will be installed on Interstate 690 and 81 including on and off ramps. Wiring and fixtures will be replaced as needed.

The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

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Very truly yours,

Jeremy Robinson  
Commissioner of Public Works





City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	09/15/23	Department:	Public Works
Project Name:	2023/2024 Interstate Lighting Upgrade Program		
Project Cost:	\$100,000.00		
Contact Name:	Jeremy Robinson, Commissioner		
Project Description:	Replace end-of-lifespan damaged interstate lighting equipment that is considered obsolete and past its useful life expectancy. New replacement poles will be installed on interstate 690 and 81, including on and off ramps.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: 10/1/2023      Estimated Completion Date: 12/31/2024

<b>Funding Source:</b>	<b>Dollar Amount:</b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	100,000.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)      From appropriated & unallocated cash capital	
Other (identify)      (costs will be recouped by fees assessed to taxpayers)	
Total Project Funding (must equal cost):	
	\$100,000.00

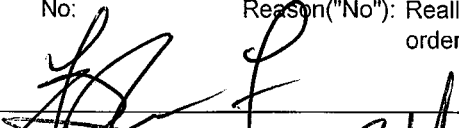
**Estimated Project Borrowing Timeline**


Year	Fiscal Year	Estimated Amount to Borrow
1	2024	100,000.00
2		
3		
4		
5		

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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan:    Yes:     No:     Reason("No"): Reallocating funds from under spent projects in order to fund this purchase

Director of Administration:       Date: \_\_\_\_\_

Director of Management & Budget: \_\_\_\_\_      Date: 1-19-23 

Commissioner of Finance:       Date: 9/19/23

Ordinance No.

2023

**BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) TO DEFRAY THE COST AND EXPENSE OF THE DEPARTMENT OF PUBLIC WORKS 2023/2024 STREET LIGHTING LEGACY PRICING EXCEPTIONS REPLACEMENT PROGRAM**

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 Department of Public Works 2023/2024 Street Lighting Legacy Pricing Exceptions Replacement Program to replace end of lifespan and damaged street lighting equipment that is considered obsolete or past its useful life expectancy, installation of new replacement poles in neighborhoods served by legacy pricing exception equipment as listed in the National Grid Lighting Tariff PSC 214 , and replacement of the wiring and fixtures for this street lighting equipment as needed, at a cost not to exceed Two Hundred Thousand Dollars (\$200,000.00), 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 Thousand Dollars (\$200,000.00) 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 of Two Hundred Thousand Dollars (\$200,000.00), 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 32 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 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.

**ORDINANCE AUTHORIZING THE  
DEPARTMENT OF PUBLIC WORKS  
TO PROCEED WITH THE 2023/2024  
STREET LIGHTING LEGACY PRICING  
EXCEPTIONS REPLACEMENT PRICING  
PROGRAM**

BE IT ORDAINED, that this Common Council hereby authorizes the Department of Public Works to proceed with the 2023/2024 Street Lighting Legacy Pricing Exceptions Replacement Pricing Program to replace end of lifespan street lighting equipment that is considered obsolete and past its useful life expectancy at a total cost not to exceed \$200,000.00. The 2023/2024 Project shall include the installation of new replacement poles in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Lighting Tariff PSC 214; 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 \$200,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

26-27

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Ms. Patricia McBride  
City Clerk  
230 City Hall  
Syracuse, NY 13202

**Re: 2023/2024 Street Lighting Pricing Exceptions Replacement Program**

Dear Ms. McBride:

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

- Ordinance authorizing the sale and issue of bonds to defray the costs of the 2023/2024 Street Lighting Pricing Exceptions Replacement Program at a cost not to exceed \$200,000.00
- Ordinance authorizing the Department of Public Works to proceed with the 2023/2024 Street Lighting Pricing Exceptions Replacement Program at a cost not to exceed \$200,000.00

Funds will be used to replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. The project will drastically reduce facility charges over its lifespan. New replacement poles will be installed in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Street Lighting Tariff, PSC 214.

The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)





# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Mr. Tim Rudd  
Director of Management and Budget  
City Hall, Room 213  
Syracuse, NY 13202

**Re: 2023/2024 Street Lighting Pricing Exceptions Replacement Program**

Dear Mr. Rudd:

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

- Ordinance authorizing the sale and issue of bonds to defray the costs of the 2023/2024 Street Lighting Pricing Exceptions Replacement Program at a cost not to exceed \$200,000.00
- Ordinance authorizing the Department of Public Works to proceed with the 2023/2024 Street Lighting Pricing Exceptions Replacement Program at a cost not to exceed \$200,000.00

Funds will be used to replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. The project will drastically reduce facility charges over its lifespan. New replacement poles will be installed in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Street Lighting Tariff, PSC 214.

The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	09/15/23	Department:	Public Works
Project Name:	2023/2024 Street Lighting		
Project Cost:	\$200,000.00		
Contact Name:	Jeremy Robinson, Commissioner		
Project Description:	Funds will be used to replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. The project will drastically reduce facility charges over its lifespan. New replacement poles will be installed in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Street Lighting Tariff, PSC 214.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: 10/1/2023      Estimated Completion Date: 12/31/2024

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	200,000.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)      From appropriated & unallocated cash capital	
Other (identify)      (costs will be recouped by fees assessed to taxpayers)	
Total Project Funding (must equal cost):	
	\$200,000.00

**Estimated Project Borrowing Timeline**

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2024	200,000.00
2		
3		
4		
5		

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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan:    Yes: X                      No:                      Reason("No"): Reallocating funds from under spent projects in order to fund this purchase

Director of Administration: Date: \_\_\_\_\_

Director of Management & Budget: Date: 9-18-23

Commissioner of Finance: Date: 9/19/23

Ordinance No.

2023

**ORDINANCE AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF PARTS AND REPAIR SERVICES  
FOR THE SEWER CAMERA SYSTEM ON  
BEHALF OF THE PUBLIC WORKS  
DEPARTMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of parts and repair services from J&J Equipment, LLC, relative to the Sewer Camera System for the Department of Public Works during fiscal year 2023/2024 at a cost not to exceed \$25,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item since these parts are proprietary and the needed parts and/or repair services cannot be identified for purchase in advance due to the unpredictability of the specific parts and/or repair services that will be required; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said parts and repair services at a cost not to exceed \$25,000, charging the cost thereof to Budget Account #06.81100.540710, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2024, provided funding from the appropriation authorized by this Ordinance remains available.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

28

September 18, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**RE: Annual Waiver Request for Purchase of Repair Service & Parts for the Sewer Camera System**

Dear Ms. McBride:

On behalf of the Department of Public Works, please prepare the following legislation to be introduced at the next scheduled Common Council Meeting:

- Ordinance authorizing the purchase of miscellaneous Sewer Camera System repair service and parts without formal advertising and competitive bidding during the 2023/2024 fiscal year from J&J Equipment LLC.

Specific parts and/or repairs cannot be identified at this time, but the Sewer Camera System and Truck were purchased from J&J Equipment and these parts and repairs are proprietary to the company which are not available from other vendors in this area. It is impractical to bid these items since they are needed in the case of emergency.

Total expenditures are estimated not to exceed \$25,000 and will be charged to account #06.81100.540710 or any other account deemed appropriate by the Commissioner of Finance.

Thank you.

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 PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

September 12, 2023

Tim Rudd  
Director of Management and Budget  
City Hall Room 213  
Syracuse New York 13202

**Re: Annual Waiver Request for the Purchase of Repair Service and Parts for the Sewer Camera System from J & J Equipment LLC**

Dear Mr. Rudd:

Please request the introduction of the following legislation at the next meeting of the Common Council:

- Ordinance authorizing the purchase of miscellaneous Sewer Camera System repair service and parts without formal advertising and competitive bidding during the 2023/2024 fiscal year from J & J Equipment LLC.

Specific parts and/or repairs cannot be identified at this time, but the Sewer Camera System and Truck were purchased from J&J Equipment and these parts and repairs are proprietary to the company which are not available from other vendors in this area. It is impractical to bid these items since they are needed in the case of emergency.

Total expenditures are estimated not to exceed \$25,000 and will be charged to account 06.81100.540710 or any other account deemed appropriate by the Commissioner of Finance.

Should you have any questions, please feel free to call me.

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

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29

Ordinance No.

2023

**ORDINANCE AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF PARTS AND REPAIR SERVICES  
FOR STREET LIGHTING DECORATIVE  
FIXTURES AND POLES ON BEHALF OF THE  
PUBLIC WORKS DEPARTMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of street lighting fixtures and poles, including but not limited to aluminum poles and arms, solar lighting assemblies, and sensors for lighting fixtures, from Spring City Electrical, Hapco, Inc., Fonroche Lighting America and Quantela, relative to the LED Street Lighting Project for the Department of Public Works during fiscal year 2023/2024 at a cost not to exceed \$350,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item since the products supplied by these companies are compatible with current City street lighting fixtures and poles and it is imperative that the City maintain uniformity with replacements and additions; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said street lighting fixtures and poles at a cost not to exceed \$350,000, charging the cost thereof to Budget Account #07.599807.14905.793140121, #07.599807.14905.700312222, #07.599807.14905.700312223, #07.599807.14905.701073022, #07.599807.14905.701073023, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2024, provided funding from the appropriation authorized by this Ordinance remains available.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

29

September 18, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

**RE: Annual Waiver Request for Street Lighting Material and Equipment**

Dear Ms. McBride:

On behalf of the Department of Public Works, please prepare the following legislation to be introduced at the next scheduled Common Council Meeting:

- Ordinance authorizing the purchasing of street lighting decorative fixtures and poles, aluminum poles and arms, solar lighting assemblies, and sensors for lighting fixtures without formal advertising and competitive bidding during the 2023/2024 fiscal year from Spring City Electrical, Hapco, Inc., Fonroche Lighting America and Quantela in an amount not to exceed \$350,000.

A competitive bid would not meet the City's need since all products currently installed are supplied by these companies and the City would like to maintain uniformity with replacements and additions.

Total expenditures are estimated not to exceed \$350,000 and will be charged to account #07.599807.14905.793140121, 07.599807.14905.700312222, 07.599807.14905.700312223, 07.599807.14905.701073022, 07.599807.14905.701073023 or any other account deemed appropriate by the Commissioner of Finance.

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

Thank you.

Sincerely,

Timothy M. Rudd  
Director of Management and Budget

Office 315 448-8252  
Fax 315 448-8116

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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

September 15, 2023

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

**Martin E. Davis, L.S.**  
Deputy Commissioner

Mr. Tim Rudd  
Director of Management and Budget  
City Hall, Room 213  
Syracuse, NY 13202

**Re: Annual Waiver Request for Street Lighting Material and Equipment**

Dear Mr. Rudd:

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

- Ordinance authorizing the purchasing of street lighting decorative fixtures and poles, aluminum poles and arms, solar lighting assemblies, and sensors for lighting fixtures without formal advertising and competitive bidding during the 2023/2024 fiscal year from Spring City Electrical, Hapco, Inc., Fonroche Lighting America and Quantela in an amount not to exceed \$350,000.

A competitive bid would not meet the City's needs since all products currently installed are supplied by these companies and the City would like to maintain uniformity with replacements and additions.

Total expenditures are estimated not to exceed \$350,000 and will be charged to account 07.599807.14905.793140121, 07.599807.14905.700312222, 07.599807.14905.700312223, 07.599807.14905.701073022, 07.599807.14905.701073023 or any other account deemed appropriate by the Commissioner of Finance.

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

Department of Public  
Works  
1200 Canal St.  
Extension  
Syracuse, N.Y. 13202

Office 315 448-2489  
Fax 315 448-8531

[www.syr.gov.net](http://www.syr.gov.net)



**ORDINANCE AUTHORIZING AN  
INTERMUNICIPAL AGREEMENT BETWEEN  
THE CITY AND THE TOWN OF DEWITT  
RELATIVE TO PROVIDING ASSISTANCE WITH  
THE OPERATION OF THE TOWN'S WATER  
SYSTEM**

BE IT ORDAINED, that the Mayor is authorized to execute an Intermunicipal Agreement between the City and the Town of DeWitt ("Town") relative to providing assistance to the Town with the operation of the Town's water system; and

BE IT FURTHER ORDAINED, that such Agreement shall be subject to the approval of the Corporation Counsel as to terms, form, and content; and

BE IT FURTHER ORDAINED, that there will be no cost to the City for the services authorized herein; and

BE IT FURTHER ORDAINED, that term of this agreement will be one (1) year from the date of execution with two (2) twelve (12) month renewals subject to the approval of the Mayor and Common Council.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

September 19, 2023

**Julie Castellitto**  
Assistant Director

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

**RE: REQUEST FOR LEGISLATION**

Dear Ms. McBride,

On behalf of the Department of Water, please prepare legislation to be introduced at the next scheduled Common Council meeting to authorize an Intermunicipal Agreement with the Town of Dewitt. The Town of Dewitt has requested assistance with the operation of their Water Department since they no longer have a certified water plant operator. Please see attached terms and compensation.

This Intermunicipal Agreement will be for a twelve-month term with the option of two (2) – twelve (12) month renewals with permission from the Mayor and Common Council. Revenues for these services will be credited to a Water Department revenue account or an account deemed appropriate by the Commissioner of Finance.

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

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# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

Mr. Tim Rudd  
Director of Budget  
213 City Hall  
Syracuse, New York 13202

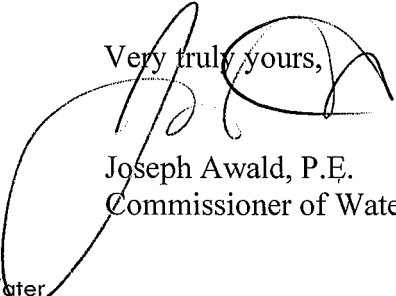
**RE: Proposed Intermunicipal Agreement with the Town of Dewitt**

Dear Tim,

Please prepare legislation to authorize the above-referenced Intermunicipal agreement on the next Common council agenda. The Town of Dewitt has requested assistance with the operation of their Water Department since they no longer have a certified water plant operator. Please see attached terms and compensation.

This Intermunicipal agreement will be for a twelve-month term with the option of (two) 12-month renewals with permission from the Mayor and Common Council. Revenues for these services will be credited to a Water Department revenue account.

Very truly yours,

  
Joseph Awald, P.E.  
Commissioner of Water

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

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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:** September 18, 2023  
**SUBJECT:** Intermunicipal Agreement with the Town of Dewitt

On behalf of the Department of Water, I am requesting that the City of Syracuse enter into an Intermunicipal Agreement with the Town of Dewitt. The Town of Dewitt has requested assistance with the operation of their Water Department since they no longer have a certified water plant operator. Please see attached terms and compensation.

This Intermunicipal Agreement will be for a twelve-month term with the option of two (2) – twelve (12) month renewals with permission from the Mayor and Common Council. Revenues for these services will be credited to a Water Department revenue account or an account deemed appropriate by the Commissioner of Finance.

Please indicate your concurrence by signing below and returning 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

9/20/23  
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](http://www.syr.gov.net)

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the "City"), and the Town of Dewitt, a municipal corporation of the State of New York (hereinafter the "Town"), having offices at 5400 Butternut Street, East Syracuse, New York 13057-8509.

## WITNESSETH

WHEREAS, the Town is seeking assistance from the City in connection with chlorine injection into the Town's water distribution system including assistance from a dedicated Water Distribution System Class B Operator. A Water Treatment Operator Grade B Certification is required, and

WHEREAS, the Town requires assistance in the operation of the water distribution system for the Town's recently installed chlorine injection systems at the City of Syracuse's tie into the Town's system at the Springfield, Lewiston, and Radcliffe locations in order to maintain the required chlorine residual required by the Onondaga County Department of Health (OCDOH), and

WHEREAS, the Town requires assistance in the operation, performance, and maintenance of the injection systems and the active regular onsite operational functions and is accountable for the pumping, piping, and storage systems used to deliver hypochlorite solution water to the water supplied by the City to the Town, and

WHEREAS, the parties desire to enter into a municipal cooperation agreement for the aforementioned purpose pursuant to Article 5-G of the General Municipal Law; and

WHEREAS, the Common Council of the City approved the execution of this renewal Agreement by Ordinance No. \_\_\_\_\_, which was adopted by the Common Council on \_\_\_\_\_, 2023 and was signed by the Mayor of the City of Syracuse on \_\_\_\_\_ 2023; and

WHEREAS, the Town Board of Dewitt approved the execution of this Agreement by a Resolution, which was adopted by the Town Board on \_\_\_\_\_

NOW, THEREFORE, the parties agree as follows:

1. The City shall provide services to the Town to include regulatory reporting (regulatory requirements as standard for a Grade B Operator) as required under the directions of the Grade B Operator and required hypochlorite solution delivered to each site as required to maintain constant injection into the system to maintain adequate chlorine residuals in the Town's water distribution system for water delivered by the City;
2. The Town will coordinate all scheduling of necessary work at least 48 hours in advance with the City and will verify all work and chemicals that are provided to the Town as needed;
3. The City will provide chlorine solution for the chlorine injection/disinfection systems within 48 hours after requested by the Town; the Town shall transport chlorine solution to the Town's own facilities

4. The Town will provide the City with technical assistance, including but not limited to, all technical documentation, maintenance, and training needed for the operation of the chlorine injection system for the Town municipal water distribution system, as necessary;

5. The City will provide to the Town detail and insight on the operating procedures and budgetary costs of the chlorine injection system to determine the most effective methods for improvement or changes to the system;

6. The City of Syracuse will attend Town of DeWitt meetings, as required; Billing rates shall apply as set forth in the attached Rate Schedule.

7. The City will proactively provide to the Town detail and plans for any repairs or upgrades that are needed;

8. The City will provide these services to the Town until such time that the Town of DeWitt has a dedicated Water Distribution System Class B Operator on staff, at which time the Town may terminate this Agreement upon written notice to the City provided, however, that this agreement shall terminate two (2) years from the date of its execution unless renewed by the City and Town;

11. The Town will reimburse the City for the services and chemicals as follows:

- I. Reimbursement will be based upon documented chemicals used and water plant operator hours expended, in accordance with the following schedule:
  - A. Materials - The Town shall reimburse the City for all materials used by the Town on a material cost basis. The City shall provide the Town with any invoices on a monthly basis. The cost of chlorine solution shall be at cost per gallon. Delivery of solution shall be at a cost of fifty-eight cents (\$0.58) per mile.
  - B. Labor - The Town shall pay for City labor work during regular operation hours (7:30 am to 3:30 pm) at the standard in accordance with the attached rate schedule. For emergencies outside of regular operation hours, an hourly rate shall be in accordance with the attached rate schedule.
  - C. Technical Services-The Town shall reimburse the City for the actual cost of the City having to use it outside engineering firm to provide technical assistance.

12. Third-Party Beneficiaries. The services of this Agreement are for the sole benefit of the Town and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim or cause of action of any other party as a third-party beneficiary.

13. Termination. The City shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The City may terminate this Agreement upon thirty (30) days notice mailed to the Town. Likewise, the Town may terminate this Agreement upon thirty (30) days notice mailed to the City.

#### 14. Defend, Indemnify and Hold Harmless.

Regarding the operations and responsibilities concerning this Agreement, the parties further covenant and agree to indemnify, defend and hold harmless each other, and therefore, the TOWN shall indemnify, defend and hold harmless the CITY, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the TOWN, its officers, employees or agents and likewise the CITY shall indemnify, defend and hold harmless the TOWN, its officers, employees or agents from and against any and all liability, damage, loss, cost or expense that may arise by reason of liability for injury or death to persons, damage to property or casual or continuing trespass or nuisance and any other claim for damages arising at law and equity alleged to have been caused or sustained by or because of any omission of duty, negligence or wrongful act on the part of the CITY, its officers, employees or agents.

15. Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.

16. Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

#### 17. INDEPENDENT CONTRACTORS.

For the purpose of this Agreement, the City and Town shall be considered independent contractors with respect to one another and hereby covenant and agree to act in accordance with that status, and the City and Town, their employees, agents, servants, and representatives shall neither hold themselves out as nor claim to be officers or employees of each other, and shall make no claim for, nor shall be entitled to, workers' compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from each other.

#### 18. AMENDMENTS.

Amendments to this Agreement shall be in writing and executed by the appropriate representatives as authorized by the City and Town respectively, in the manner required by law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year hereinafter written.

CITY OF SYRACUSE

Attest:

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

By: \_\_\_\_\_  
Benjamin R. Walsh, Mayor

TOWN OF DEWITT

By: \_\_\_\_\_  
Edward M. Michalenko, Town Supervisor



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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse with whom I am personally acquainted, who, being by me duly sworn, did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that he signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with \_\_\_\_\_ and knows him to be the City Clerk of said City of Syracuse and that the signature of \_\_\_\_\_ was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said state, personally appeared Edward Michalenko, 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, who acknowledged that he resides in Dewitt, New York; that he is the Supervisor of the Town of Dewitt, the municipal corporation described in and which executed the within instrument; and that the instrument was executed pursuant to the authority in him vested.

\_\_\_\_\_  
Notary Public

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$1,150,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the Lead Service Line Replacement/Inventory	\$1,150,000

said funds will be used for the Lead Service Line Replacement/Inventory Program by the Department of Water, in the manner provided by law.



# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – Lead Service Line Replacement/Inventory**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM: Water Capital Cash Capital 05.99999 599805 \$1,500,000

TO: A Capital Account to be designated by the \$1,500,000  
Commissioner of Finance to be called  
Lead Service Line Replacement/Inventory.

Over the next two (2) years, the City of Syracuse Water Department (SWD) will be gathering inventory data for every parcel's water service. Data gathering will be accomplished through several methods and compiled into a singular inventory database. After the initial data gathering, the data will be placed into the Water Departments GIS system. Using GIS with the updated data, the data set can be used to prioritize any additional field investigations which need to be performed to complete the data set. Once the data set has been reviewed for completeness, the Water department will need to hire a consultant to assist with making the inventory publicly accessible, including a location identifier for each lead service line. Since the City of Syracuse exceeds the threshold of 50,000 people, the inventory will need to be provided online.

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water

www.syr.gov.net



City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECTS**

Date:	09/14/23	Department:	Water
Project Name:	Lead Service Line Replacement/Inventory		
Project Cost:	\$1,500,000		
Contact Name:	Beth Smith Management Analyst 448-8343		
Project Description:	The City will take inventory of all services within the water distribution system to begin the lead service replacement program.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: Sep-23 Estimated Completion Date: 6/24

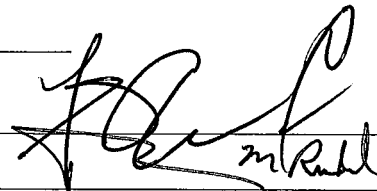
Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$1,500,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost): \$	
<b>1,500,000</b>	



**Estimated Project Borrowing Timeline**

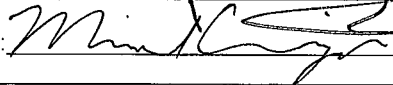
Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 9-19-23 

Commissioner of Finance:  Date: 9/19/23

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$250,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 Facilities Securities	\$250,000

said funds will be used to improve the security at various Department of Water facilities, in the manner provided by law.



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# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – Facilities Securities**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM: Water Capital Cash Capital 05.99999 599805 \$250,000

TO: A Capital Account to be designated by the \$250,000  
Commissioner of Finance to be called  
2023-2024 Facilities Securities.

The purpose of this program is to improve the security of the City of Syracuse Water Department facilities. Examples include: Video cameras, lights, intrusion alarms and additional fencing will be installed at Woodland, Westcott and Morningside Reservoirs in addition to various pump stations and the Water Shop Building.

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water

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City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECTS**

Date:	09/14/23	Department:	Water
Project Name:	Facilities Securites/Rehabilitation		
Project Cost:	\$250,000		
Contact Name:	Beth Smith Management Analyst 448-8343		
Project Description:	Annual program to increase security and make emergency repairs.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: Sep-23 Estimated Completion Date: 6/24

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	\$250,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost): \$	
<b>250,000</b>	

**Estimated Project Borrowing Timeline**

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1		
2		
3		
4		
5		

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

*my*

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration: [Signature] Date: \_\_\_\_\_

Director of Management & Budget: [Signature] Date: 9-18-23 ac

Commissioner of Finance: [Signature] Date: 9/19/23

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$200,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 Fire Hydrant Replacement	\$200,000

said funds will be used to continue the annual fire hydrant repair and replacement program, in the manner provided by law.





# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer- Fire Hydrant Replacement**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM:	Water Capital Cash Capital 05.99999 599805	\$200,000
TO:	A Capital Account to be designated by the Commissioner of Finance to be called 2023-2024 Fire Hydrant Replacement.	\$200,000

Funds will be needed in 2023/2024 to continue the annual fire hydrant repair and replacement program. Funds will be utilized for the installation of hydrant locks and new hydrants in new locations in the water distribution system.

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECTS

Date:	09/14/23	Department:	Water
Project Name:	Fire Hydrant Replacement		
Project Cost:	\$200,000		
Contact Name:	Beth Smith	Management Analyst	448-8343
Project Description:	Annual Fire Hydrant Replacement Program		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: Sep-23 Estimated Completion Date: 6/24

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$200,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost): \$	
<b>200,000</b>	


**Estimated Project Borrowing Timeline**

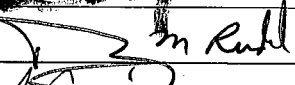

Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
4		
5		


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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 9-18-23 

Commissioner of Finance:  Date: 9/19/23

*MS*

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$150,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 PRV Pit Replacement	\$150,000

said funds will be used to repair and/or replace PRV Vaults, in the manner provided by law.



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# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – PRV Pit Replacement**

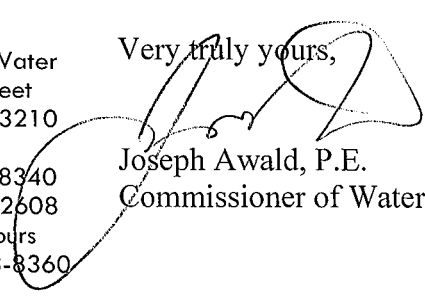
Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM: Water Capital Cash Capital 05.99999 599805 \$150,000

TO: A Capital Account to be designated by the \$150,000  
Commissioner of Finance to be called  
2023-2024 PRV Pit Replacement.

Several PRV Vaults are in disrepair and need replacement. The new vaults will help adjust the pressure from the higher pressure area and improve redundancy. The new steel vaults will help maintain the condition of the pipe and equipment compared to the existing concrete arrangement.

Very truly yours,  
  
Joseph Awald, P.E.  
Commissioner of Water

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210  
  
Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECTS

Date:	09/14/23	Department:	Water
Project Name:	PRV Pit Replacement Program		
Project Cost:	\$150,000		
Contact Name:	Beth Smith Management Analyst 448-8343		
Project Description:	Replace aging pressure reducing valve pits throughout they water system.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date:	Sep-23	Estimated Completion Date:	6/24
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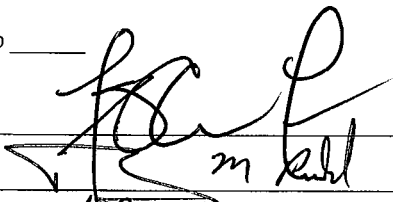
Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$150,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	150,000

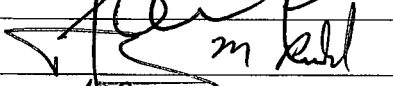
**Estimated Project Borrowing Timeline**


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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 8-18-23 *cc*

Commissioner of Finance:  Date: 9/19/23

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$100,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 Rehabilitation of Skaneateles Facilities	\$100,000

said funds will be used to rehabilitate and install security at Department of Water facilities at Skaneateles Lake, in the manner provided by law.



# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – Rehabilitation of Skaneateles Facilities**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM:	Water Capital Cash Capital 05.99999 599805	\$100,000
TO:	A Capital Account to be designated by the Commissioner of Finance to be called 2023-2024 Rehabilitation of Skaneateles Facilities.	\$100,000

The purpose of this account is to provide funds to rehabilitate and install security at Skaneateles Lake facilities, including the gate house, boat house, chlorination building, boathouses, jetty, dock, channel walls and bridge piers. These facilities are inspected on an annual basis and are repaired on an as needed basis.

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECTS

Date: 09/14/23 Department: Water  
 Project Name: Rehabilitation to Skaneateles Facilities  
 Project Cost: \$100,000  
 Contact Name: Beth Smith Management Analyst 448-8343  
 Project Description: Annual program to increase security in the Village of Skaneateles

**Projected Time Line & Funding Source(s)**

Estimated Start Date: Sep-23 Estimated Completion Date: 6/24

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$100,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	100,000

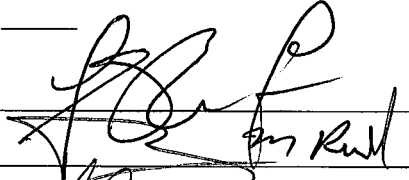
**Estimated Project Borrowing Timeline**

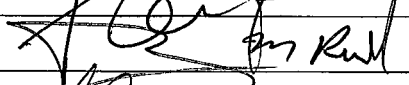

Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
4		
5		


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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 9-12-23 

Commissioner of Finance:  Date: 9/19/23



Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$75,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 Valve Repair and Replacements	\$75,000

said funds will be used to repair or replace various types of valves in the water distribution system, in the manner provided by law.



**DEPARTMENT OF WATER**  
CITY OF SYRACUSE, MAYOR BEN WALSH

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Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – Valve Repair and Replacement**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM:	Water Capital Cash Capital 05.99999 599805	\$75,000
TO:	A Capital Account to be designated by the Commissioner of Finance to be called 2023-2024 Valve Repair and Replacements.	\$75,000

These funds will assist in repairing or replacing various types of valves in the water distribution system. This is an ongoing program to improve the efficiency of water main shutdowns, reduce emergency repairs on valves, enhances water flow throughout the system and to improve the hydraulic operation of the system. To accomplish these goals, the program provides for the repair and replacement of gate valves, cone valves, air valves, check valves and other hydraulic valves.

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water

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City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECTS**

Date:	09/14/23	Department:	Water
Project Name:	Valve Repair/Replacement		
Project Cost:	\$75,000		
Contact Name:	Beth Smith Management Analyst 448-8343		
Project Description:	Annual valve repair and replacement program		

**Projected Time Line & Funding Source(s)**

Estimated Start Date: Sep-23 Estimated Completion Date: 6/24

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$75,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	<b>75,000</b>

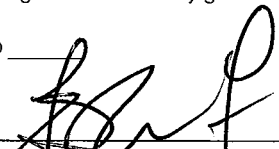
**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
4		
5		

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

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 9-19-23 

Commissioner of Finance:  Date: 9/19/23

*my*

Ordinance No.

2023

**ORDINANCE AUTHORIZING TRANSFER OF FUNDS FOR USE BY THE DEPARTMENT OF WATER**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by the Department of Water:

From:	Water Capital Cash Capital 05.99999.599805	\$29,000
To:	A Capital Account to be designated by the Commissioner of Finance to be called the 2023-2024 Rehabilitation of Gate Houses, Pump Houses and Vaults	\$29,000

said funds will be used to repair, renovate or improve various gatehouses, pumping stations, and underground vaults throughout the water system, in the manner provided by law.



City of Syracuse

**AUTHORIZATION TO PROCEED WITH CIP PROJECTS**

Date:	09/14/23	Department:	Water
Project Name:	Repairs to Gate Houses and Vaults		
Project Cost:	\$29,000		
Contact Name:	Beth Smith Management Analyst 448-8343		
Project Description:	Annual program to various gate houses and vaults throughout the distribution system.		

**Projected Time Line & Funding Source(s)**

Estimated Start Date:	Sep-23	Estimated Completion Date:	6/24
-----------------------	--------	----------------------------	------

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	\$29,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	<b>29,000</b>

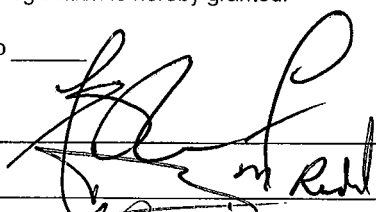
**Estimated Project Borrowing Timeline**



<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1		
2		
3		
4		
5		

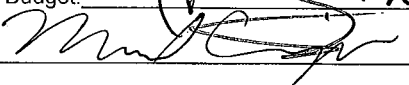
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)	\$
--	----

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Director of Administration:  Date: \_\_\_\_\_

Director of Management & Budget:  Date: 9-11-23 

Commissioner of Finance:  Date: 9/19/23



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# DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE  
Commissioner

September 14, 2023

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

**RE: Cash Capital Transfer – Repairs to Gate/Pump Houses and Vaults**

Dear Ms. McBride,

It is requested that an ordinance be submitted for consideration by the Common Council authorizing the following transfer of funds for use by the Department of Water.

FROM: Water Capital Cash Capital 05.99999 599805 \$29,000

TO: A Capital Account to be designated by the Commissioner of Finance to be called 2023-2024 Rehabilitation of Gate Houses, Pump Houses and Vaults. \$29,000

This account will be used for the repair, renovation or improvements to the gatehouses, pumping stations and underground vaults throughout the water system. There are 17 gate (or valve) houses, 11 pump stations, 24 facility buildings, and numerous subterranean vaults which house valves or other water system components. These facilities need repair and or improvements from time to time and these funds will be available for this work. This is an annual part of the Capital Improvement Program to allow the Water Department to make repairs and improvements to these facilities on an as needed basis.

Department Of Water  
101 N. Beech Street  
Syracuse, N.Y. 13210

Office 315 448-8340  
Fax 315 473-2608  
Emergency 24 Hours  
315 473-8360

Very truly yours,

Joseph Awald, P.E.  
Commissioner of Water

www.syr.gov.net

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Ordinance No.

2023

**ORDINANCE AUTHORIZING THE CITY TO  
SUBMIT AN APPLICATION TO THE UNITED  
STATES DEPARTMENT OF ENERGY (USDOE)  
AND THEIR ENERGY EFFICIENCY AND  
CONVERSION BLOCK 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 Energy under the Energy Efficiency and Conservation Block Grant Program (EECBG) for a grant in an amount not to exceed \$196,000.00; said funds will be used to extend the capacity and capabilities of the City to implement high-impact, self-sustaining clean energy projects in low-income and disadvantaged communities; there is no local match required; and

BE IT FURTHER ORDAINED, that upon receipt of said grant, the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said application 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

September 9, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

Patricia K. McBride  
City Clerk, Office of the City Clerk  
Room 231 City Hall  
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Ms. McBride:

Please prepare legislation to be introduced at the next meeting of the Common Council authorizing the City to apply for and enter into agreement with United States Department of Energy (USDOE) and their Energy Efficiency and Conservation Block Grant (EECBG) program, for a grant in an amount not to exceed \$196,000. The EECBG program goal is to extend the capacity and capabilities of local governments, to implement high-impact, self-sustaining clean energy projects that center the needs of low-income and Disadvantaged Communities.

The City's application would be focused on energy efficiency retrofits. Specifically, NBD, Parks Department and Public Works Departments have identified 8-10 parks where existing hardwired lights would be removed, and solar powered lights would be installed to provide lighting. The project team is evaluating the following Parks: Burlingham Park, Highland Park, Lougen Park, Clinton Park, Frazer Park, Leavenworth Park, Spirit of Jubilee Park, Onondaga Geddes playlot, and Wadsworth Park.

These retrofits would significantly improve energy efficiency, and "right-size" lighting levels in these areas. The exact amount of new solar lights will be determined by engineering performed by City contractors and will be based on location and canopy coverage. The purchase and installation of the new lighting will be reimbursed with grant funds. There is no local match required.

Please contact Owen Kerney at 448-8110 or [okerney@syr.gov](mailto:okerney@syr.gov) with any questions.

Sincerely,

Janet Burke  
Director of Research

**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](http://www.syr.gov.net)



Ordinance No.

2023

**ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF SYRACUSE OF FUNDS NOT TO EXCEED \$22,474.09 FROM CATHOLIC CHARITIES OF ONONDAGA COUNTY TO REIMBURSE COSTS INCURRED BY THE SYRACUSE POLICE DEPARTMENT RELATED TO THE INSTALLATION OF COPS CAMERAS AT 1801 ERIE BOULEVARD EAST**

BE IT ORDAINED, that the City of Syracuse is hereby authorized to accept funds not to exceed \$22,474.09 from Catholic Charities of Onondaga County (CCOC); said funds shall be used to reimburse the Syracuse Police Department for costs incurred from the installation of COPS Cameras at CCOC property situated at 1801 Erie Boulevard East; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance is hereby authorized to deposit said funds into Account # 427051.01 or an appropriate account as designated by the Commissioner of Finance.

**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

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**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 12, 2023

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

RE: Legislation: To accept a donation from Catholic Charities of Onondaga County for the purpose of funding COPS cameras

Dear Ms. McBride:

Please prepare legislation for the next Common Council meeting on behalf of the Police Department to accept a donation from Catholic Charities of Onondaga County (CCOC) in the amount of \$22,474.09 for COPS Cameras to be installed at their facility located at 1801 Erie Blvd. E.

Catholic Charities of Onondaga County has expressed that they would like to gift the Syracuse Police Department monies for deploying COPS Cameras at the property located at 1801 Erie Blvd. E. CCOC is aware of the understanding that the Police Department will control and maintain these cameras. Funds will be deposited into account 427051.01

Respectfully,

*DC R F Shoff Jr #310*  
Richard Shoff, Jr.  
1st Deputy Chief of Police

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Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH DR. WILLIAM M. CROSS, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, TO PROVIDE INSTRUCTION, TRAINING AND CONSULTATION TO THE SYRACUSE POLICE DEPARTMENT'S PEER SUPPORT TEAM AND OFFICER WELLNESS PROGRAM**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Dr. William M. Cross, under the following terms:

- (1) Dr. William M. Cross shall provide instruction, training, and consultation services to the Syracuse Police Department's Peer Support Team and Officer Wellness Program on behalf of the Syracuse Police Department; and
- (2) The term of this contract shall be from July 1, 2023 through June 30, 2024;
- (3) The City shall pay to Dr. William M. Cross an amount not to exceed \$2,500.00 for all services provided under this agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account # 541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.



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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

September 18, 2023

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

Re: Request to Legislation for Waiver of the RFP Process and Enter an Agreement

Dear Ms. McBride,

Please prepare legislation to be introduced at the next Common Council meeting on behalf of the Syracuse Police Department, authorizing a waiver of the RFP process to enter into an agreement with William Cross, PhD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. William Cross is a NYS – licensed psychologist with over 48 years of diverse experience in Clinical Psychology. Dr. Cross has spent a large part of his career working with first responders and has been working closely with the Syracuse Police Departments Wellness Officer as well as the Syracuse Police Department's Peer Support Team. He has been an invaluable resource for the Syracuse Police Department's Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$2,500 will be charged to account #541500.01.31230.

Thank you.

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](http://www.syr.gov.net)

23

**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

---

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 13, 2023

Tim Rudd  
Director of Management & Budget  
City Hall  
Syracuse, NY 13202

RE: REQUESTING A WAIVER OF RFP – William Cross, PdD

Dear Mr. Rudd,

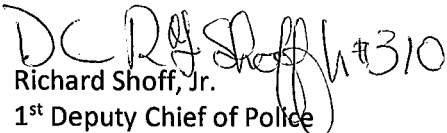
Please obtain Mayoral approval to request a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with William Cross, PdD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. William Cross is a NYS – licensed psychologist with over 48 years of diverse experience in Clinical Psychology. Dr. Cross has spent a large part of his career working with first responders and has been working closely with the Syracuse Police Departments Wellness Officer as well as the Syracuse Police Department's Peer Support Team. He has been an invaluable resource for the Syracuse Police Departments Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$ 2,500.00 will be charged to account # 541500.01.31230.

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

Sincerely,

  
Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police

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

511 South State Street, Syracuse, NY 13202

315.442.5250

[www.syr.gov/police](http://www.syr.gov/police)



# 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:** September 18, 2023  
**SUBJECT:** Waiver of RFP & Enter an Agreement – William Cross, PhD

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with William Cross, PhD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. William Cross is a NYS – licensed psychologist with over 48 years of diverse experience in Clinical Psychology. Dr. Cross has spent a large part of his career working with first responders and has been working closely with the Syracuse Police Departments Wellness Officer as well as the Syracuse Police Department's Peer Support Team. He has been an invaluable resource for the Syracuse Police Departments Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$2,500 will be charged to account #541500.01.31230.

If you agree to waive the RFP process and 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

9/20/23  
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](http://www.syrgov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH REBECCA BEMARD-DUNN, PHD, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, TO PROVIDE INSTRUCTION, TRAINING AND CONSULTATION TO THE SYRACUSE POLICE DEPARTMENT'S PEER SUPPORT TEAM AND OFFICER WELLNESS PROGRAM**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Rebecca Bemard-Dunn, PhD, under the following terms:

- (1) Rebecca Bemard-Dunn, PhD, shall provide instruction, training, and consultation services to the Syracuse Police Department's Peer Support Team and Officer Wellness Program on behalf of the Syracuse Police Department; and
- (2) The term of this contract shall be from July 1, 2023 through June 30, 2024;
- (3) The City shall pay to Rebecca Bemard-Dunn, PhD, an amount not to exceed \$2,500.00 for all services provided under this agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account # 541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

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**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

September 18, 2023

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

Re: Request to Legislation for Waiver of the RFP Process and Enter an Agreement

Dear Ms. McBride,

Please prepare legislation to be introduced at the next Common Council meeting on behalf of the Syracuse Police Department, authorizing a waiver of the RFP process to enter into an agreement with Rebeccah Bernard-Dunn, PhD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. Rebeccah Bernard-Dunn is a NYS – licensed psychologist with over 12 years of diverse experience in Clinical Psychology. Dr. Bernard-Dunn is experienced working with first responders and will be invaluable resource for the Syracuse Police Department's Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$2,500 will be charged to account #541500.01.31230.

Thank you.

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](http://www.syr.gov.net)

JA

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

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**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 13, 2023

Tim Rudd  
Director of Management & Budget  
City Hall  
Syracuse, NY 13202

RE: REQUESTING A WAIVER OF RFP – Rebecca Bernard-Dunn, PhD

Dear Mr. Rudd,

Please obtain Mayoral approval to request a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Rebecca Bernard-Dunn, PhD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. Rebecca Bernard-Dunn is a NYS – licensed psychologist with over 12 years of diverse experience in Clinical Psychology. Dr. Bernard-Dunn is experienced working with first responders and will be an invaluable resource for the Syracuse Police Departments Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$ 2,500.00 will be charged to account # 541500.01.31230.

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

Sincerely,

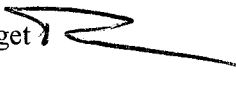
A handwritten signature in black ink that reads "DC R F Shoff #310".  
Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police



# 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:** September 18, 2023  
**SUBJECT:** Waiver of RFP & Enter an Agreement – Rebecca Bernard-Dunn, PhD

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**Julie Castellitto**  
Assistant Director

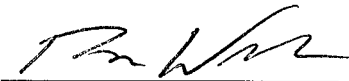
On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with Rebecca Bernard-Dunn, PhD, to instruct training and consult with the Syracuse Police Department's Peer Support Team and Officer Wellness Program. The contract will be valid for the 2023-2024 fiscal year.

Dr. Rebecca Bernard-Dunn is a NYS – licensed psychologist with over 12 years of diverse experience in Clinical Psychology. Dr. Bernard-Dunn is experienced working with first responders and will be an invaluable resource for the Syracuse Police Department's Peer Support Team in offering a Clinical Psychologist perspective for officers who need help.

Expenditures not to exceed \$2,500 will be charged to account #541500.01.31230.

If you agree to waive the RFP process and 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

9/20/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH PARADIGM POLYGRAPH ASSOCIATES, LLC, WITHOUT ADVERTISING OR COMPETITIVE BIDDING, TO PROVIDE POLYGRAPH EXAMINATION SERVICES ON BEHALF OF THE SYRACUSE POLICE DEPARTMENT**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of Paradigm Polygraph Associates, LLC, under the following terms:

- (1) Paradigm Polygraph Associates, LLC, shall provide polygraph examination services as part of the police recruit hiring process on behalf of the Syracuse Police Department; and
- (2) The term of this contract shall be from July 1, 2023 through June 30, 2024;
- (3) The City shall pay to Paradigm Polygraph Associates, LLC, an amount not to exceed \$4,500.00 for all services provided under this agreement;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account # 541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

1<sup>st</sup> Deputy Chief  
Richard F. Shoff, Jr.



42  
Deputy Chiefs  
Derek P. McGork  
Richard H. Trudell  
Julie L. Shulsky

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 12, 2023

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

RE: REQUESTING A WAIVER OF RFP – Paradigm Polygraph Associates, LLC.

Dear Ms. McBride,

Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with Paradigm Polygraph Associates, LLC, to conduct polygraph examinations as part of the Police Department police recruit hiring process. The contract will be valid for the 23/24 fiscal year.

Paradigm Polygraph Associates, LLC is led by polygraphist Sean P. Lynch who is uniquely qualified for this work. In 2018 Mr. Lynch retired from the Syracuse Police Department after a 22-year career in law enforcement. In 2010 he attended polygraph training at the Northeast Counterdrug Training Center at Fort Indiantown Gap, Pennsylvania. After graduating from his training Mr. Lynch became an important part of the Department's hiring process and conducted numerous polygraph examinations, as all potential Police Officers are required to pass a polygraph examination prior to being given an offer of employment. Since retiring he has maintained professional affiliation with the American Association of Police Polygraphists and conducted polygraph examinations for other police agencies including the Town of DeWitt Police Department, Town of Manlius Police Department, City of Ithaca Police Department and others.

Expenditures not to exceed \$4,500 will be charged to account # 541500.01.31230.

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

Sincerely,

DC RFSR #310  
Richard Shoff Jr.  
1st Deputy 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


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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 and Budget   
**DATE:** September 18, 2023  
**SUBJECT:** Agreement & Waiver of RFP Process – Paradigm Polygraph Associates, LLC

---

**Julie Castellitto**  
Assistant Director

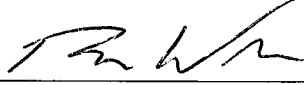
On behalf of the Department of Police, I am requesting the City of Syracuse authorize a waiver of the RFP process to enter into an agreement with Paradigm Polygraph Associates, LLC, to conduct polygraph examinations as part of the Police Department police recruit hiring process. The contract will be valid for the 23/24 fiscal year.

Paradigm Polygraph Associates, LLC is led by polygraphist Sean P. Lynch who is uniquely qualified for this work. In 2018 Mr. Lynch retired from the Syracuse Police Department after a 22-year career in law enforcement. In 2010 he attended polygraph training at the Northeast Counterdrug Training Center at Fort Indiantown Gap, Pennsylvania. After graduating from his training Mr. Lynch became an important part of the Department’s hiring process and conducted numerous polygraph examinations as all potential Police Officers are required to pass a polygraph examination prior to being given an offer of employment. Since retiring he has maintained professional affiliation with the American Association of Police Polygraphists and conducted polygraph examinations for other police agencies including the Town of DeWitt Police Department, Town of Manlius Police Department, City of Ithaca Police Department and others.

Expenditures not to exceed \$4,500 will be charged to account #541500.01.31230.

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

9/20/23  
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](http://www.syrgov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING A CONTRACT WITH UPSTATE EMERGENCY MEDICINE, INC. TO PROVIDE AN EMS FELLOW WHO SHALL PROVIDE EMERGENCY MEDICAL SERVICES TO THE SPECIAL WEAPONS AND TACTICS TEAM (SWAT) ON BEHALF OF THE SYRACUSE POLICE DEPARTMENT**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council;" and

WHEREAS, the Mayor has approved the retention of Upstate Emergency Medicine, Inc. to provide emergency medical services to the Special Weapons and Tactics team (SWAT) by training and directly overseeing an EMS Fellow who shall be made available to SWAT during activations and trainings on a time and expense basis of \$200.00 per hour, on behalf of the Syracuse Police Department; and

WHEREAS, the agreement shall be for a five year period effective as of the date of execution with an annual not to exceed amount of \$10,000.00; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this contract shall be charged to Budget Account # 541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.

1<sup>st</sup> Deputy Chief  
Richard F. Shoff, Jr.



Deputy Chiefs  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

43

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 13, 2023

Patricia McBride  
City Clerk  
City Hall  
Syracuse, New York 13202

Dear Ms. McBride,

**I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to authorize the Syracuse Police Department to enter into a contractual agreement with the Upstate Emergency Management to engage medical professionals to support and oversee delivery of emergency medical services for the City during activations and trainings with the Special Weapons and Tactics team ("SWAT").**

Per the terms of this agreement Upstate Emergency Medicine, Inc. will provide and EMS Fellow, provide direct oversight of the EMS Fellow and provide the necessary training to facilitate independent operation once approved by both parties. The City will provide necessary supplies, adequate facilities and training materials as deemed appropriate by the City and UEM including safety and protective gear. UEM will oversee and advise on all matters of medical care delivered as emergency medical services for the City's SWAT team on an as-needed basis as identified by SWAT.

UEM EMS faculty members who participate in a tactical operation will receive \$200 per hour, with a two hour minimum. There shall be no compensation for training time.

The term of the agreement will be for (5) years from the date of execution.

Expenditures not to exceed \$10,000 for FY 24 will be charged to operating budget account 541500.01.31230.

Thank you for your consideration in this matter.

Sincerely,

*DLR Shoff #310*

Richard Shoff, Jr.  
First Deputy Chief of Police

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

511 South State Street, Syracuse, NY 13202

315.442.5250

www.syr.gov/police

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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 and Budget  
**DATE:** September 18, 2023  
**SUBJECT:** Agreement – Upstate Emergency Medicine, Inc.

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Police, I am requesting the City to enter into a contractual agreement with Upstate Emergency Medicine, Inc. to engage medical professionals to support and oversee delivery of emergency medical services for the City during activations and trainings with the Special Weapons and Tactics teams (“SWAT”).

Per the terms of this agreement Upstate Emergency Medicine, Inc. will provide an EMS Fellow, provide direct oversight of the EMS Fellow and provide the necessary training to facilitate independent operation once approved by both parties. The City will provide necessary supplies, adequate facilities and training materials as deemed appropriate by the City and UEM including safety and protective gear. UEM will oversee and advise on all matters of medical care delivered as emergency medical services for the City’s SWAT team on an as-needed basis as identified by SWAT.

UEM EMS faculty members who participate in a tactical operation will receive \$200 per hour, with a two hour minimum. There shall be no compensation for training time.

The term of the agreement will be for five (5) years from the date of execution.

Expenditures not to exceed \$10,000 for FY24 will be charged to operating budget account #541500.01.31230.

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

\_\_\_\_\_  
Mayor Ben Walsh  
City of Syracuse, New York

9/20/23  
Date

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)



AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Syracuse Police Department, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the "City") and Upstate Emergency Medicine, Inc., a New York not-for-profit corporation with its principal place of business at 750 East Adams Street, Syracuse, New York 13210 offices at 750 East Adams Street, Syracuse New York 13210 (hereinafter "UEM").

WITNESSETH

WHEREAS, UEM is a not-for-profit corporation organized pursuant to the New York Not-for-Profit Corporation Law, and is authorized to practice medicine in New York through duly licensed individuals; and

WHEREAS, it is the intention of the City of Syracuse to engage UEM to provide physician(s) and approved fellows, employed by UEM, as medical professionals to support and oversee delivery of emergency medical services for the City during activations and trainings with the Special Weapons and Tactics team (hereinafter "SWAT"), providing skilled treatment of Casualty Evacuation Care; and

WHEREAS, it is the intention of both parties for UEM to supply an EMS Fellow, provide direct oversight of the EMS Fellow and provide the necessary training to facilitate independent operation once approved by both parties; and

WHEREAS, the Mayor of the City of Syracuse and the Common Council, by Ordinance No. \_\_\_\_\_-2023 dated \_\_\_\_\_, 2023, authorized this Agreement and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and UEM agree as follows:

ARTICLE 1. Term of Agreement

Section 101. This Agreement shall begin upon mutual execution and shall continue for five (5) years thereafter ("Term") unless UEM provides thirty (30) days advance written notice of their intent to terminate as provided for herein.

ARTICLE 2. City's Responsibilities and Rights

Section 201. The City shall provide UEM with necessary supplies, adequate facilities and training materials, as deemed appropriate by the City and UEM including but not limited to any necessary safety and personal protective gear (i.e., body armor, gas masks and helmets). Appropriately fitted gear will be provided to the fellow and any UEM EMS faculty member expected to be at an operation. The gear will be physically kept by the UEM parties until the end of the contract, or they are no longer associated with the fellowship, whichever is first.

Section 202. The City shall identify and provide officers designated as tactically medical trained responders to the UEM physician(s) and fellow.

Section 203. All papers, documents, drawings, and other materials concerning police response and operations produced by the City shall remain the property of the City and may not be maintained by UEM. UEM will be given access to these documents on an as needed basis to complete QA reports. Section 204. All papers, documents, drawings, and other materials concerning police response and operations produced by UEM shall be and remain the property of the City, whether the relationship continues. The City shall have the right to use such without limitation and without the payment of any compensation. This Section is not intended to include personal, private medical information protected by HIPAA related to medical information maintained by UEM. Any educational material created by UEM shall remain the property of UEM, but will be shared with the City.

Section 205. The City shall provide all training and tactical support, as deemed appropriate and necessary by the City and UEM, for the UEM fellow and physicians.

Section 206. The City shall at all times retain complete control and direction of any scene or activation and does not delegate any authority or decision-making powers to UEM. In the event there are safety or operational concerns, the City retains the right to remove UEM from the scene.

Section 207. The City retains the right to request the removal of any physician or fellow from this program after appropriate notification and documentation has been provided to UEM.

ARTICLE 3. UEM's Responsibilities and Rights

Section 301. UEM shall oversee and advise on all matters of medical care delivered as emergency medical services for the City's SWAT team on an as-needed basis as identified by SWAT, including SWAT activations, high risk warrants, active shooters, barricaded subjects or other instances involving an active violent or deadly threat. UEM shall have no other role in controlling or directing any portion of the activation or scene management. The physicians will be expected to operate in accordance with the priority of treatment national standards.

Section 302. The UEM physician(s) and approved fellow(s) on scene will provide all medical direction consistent with national EMS standards of care and will be equipped to manage patient care in the realm of Casualty Evacuation Care. This includes providing any medically necessary on-scene stabilization and evacuation for tactical operators and advising on team health for long term operations.

Fellowship leadership will accompany the fellow to all operation scenes until both the fellowship leadership and the SWAT commander agree the fellow is ready to attend without supervision.

Fellowship leadership will be available to the fellow by phone when the fellow attends a scene without supervision. Section 303. The UEM physician(s) and approved fellow(s) who respond to any activation must be oriented to SWAT operations and is required to attend semi-annual training to remain current with Syracuse Police Department standards and practices in tactical responses and medical treatment. UEM will be given at least four months' notice for the training dates. UEM physicians and fellows must be trained and proficient in principles taught in either Tactical Emergency Casualty Care (TECC) or Counter Narcotics and Terrorism Operational Medical Support (CONTOMS). Additional training may be required, as deemed necessary by the City. Section 304. The responding UEM physician(s) and approved fellow(s) must be available to attend the mandatory SWAT briefing prior to scene deployment, or they may not participate or remain on scene. Responding physicians must also remain on scene for any team debriefs at the conclusion of the incident but may be released at the discretion of the SWAT commander.

Section 305. UEM and the City shall mutually agree upon any fellows that participate in this agreement. The City retains the right to request the removal of any fellow from this program after reasonable notification has been provided to UEM. Section 306. UEM shall provide oversight and expertise to the City's SWAT general training and quality assurance program. Furthermore, UEM shall provide regularly occurring medical and casualty care training to SWAT which will occur at least six (6) times per year but may be scheduled more regularly in the discretion of UEM and SWAT. SWAT will provide a list of potential training topics. Any educational material created by UEM shall remain the property of UEM, but will be shared with the City.

Section 307. On an as needed basis UEM shall conduct Quality Assurance (QA) and Quality Improvement (QI) medical assessments on individual call outs and shall produce an aggregate annual report to the City.

#### ARTICLE 4. Compensation

Section 401. There shall be no fees or compensation associated with this agreement, for either party for training or operations performed by the fellow.

If an UEM EMS faculty member participates in a tactical operation, they will receive \$200.00 per hour for a minimum of two (2) hours.

#### ARTICLE 5. General Provisions

##### Section 501. Indemnity and Defense

UEM shall defend (with counsel approved by the City's Corporation

Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused in whole or in part by the UEM's performance of services to the City pursuant to this Agreement. UEM shall reimburse the City for all costs or expenses incurred in the defense of any claim brought against the City, its officers, employees, or agents arising out of or caused in whole or in part by the negligence or intentional acts of UEM in the performance of professional services for the City.

The City shall indemnify, and hold harmless the UEM, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against UEM arising from or caused in whole or in part by the City's performance of services pursuant to this Agreement.

Section 502. Termination

The City or UEM shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The Either party may terminate this Agreement immediately upon notice delivered or mailed to the other party.

Section 503. Amendment & Extent of Agreement

This Agreement may only be amended by a written instrument signed by the City's Corporation Counsel and UEM, provided that no change with respect to compensation or additional services may be made without the prior authorization of the Mayor and Common Council. Except as provided above, UEM waives any right to rely on any oral or written communications from any person or any City officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 504. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law, including but not limited to the Charter of the City of Syracuse.

Section 505. Third-Party Beneficiaries

The services of this Agreement are for the sole benefit of the City and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise, and UEM agrees to defend, indemnify, and save harmless the City against any claims or causes of action by such third parties caused by the negligence of UEM.

Section 506. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Mayor and Common Council.

UEM Agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules or regulations of any government agency for UEM employees.

Section 507. Stipulation

UEM stipulates that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.

Section 508. Non-Discrimination

UEM hereby agrees not to discriminate against any employee or applicant for employment on the basis of sexual, race, age, or affectional preference or orientation.

Section 509. Waiver

Failure of the City to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein, but the same shall remain in full force and effect.

Section 510. Laws

UEM, its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 511. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

XXX CONTINUED ON NEXT PAGE XXX

IN WITNESS WHEREOF, the parties have executed as of the date noted below.

CITY OF SYRACUSE

Attest:

By: \_\_\_\_\_  
Benjamin R. Walsh, Mayor

\_\_\_\_\_  
Patricia McBride, City Clerk

UPSTATE EMERGENCY MEDICINE

By: \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF                ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say: that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

**ORDINANCE AUTHORIZING CONTRACT WITH THE SST, INC. RELATIVE TO A ONE-YEAR SUBSCRIPTION FOR SHOTSPOTTER GUNFIRE LOCATION, ALERT AND ANALYSIS SERVICES ON BEHALF OF THE SYRACUSE POLICE DEPARTMENT**

WHEREAS, Section 5-205-A of the Charter of the City of Syracuse, as amended, provides the Mayor shall "award contracts for professional services subject to the approval of the Common Council"; and

WHEREAS, the Mayor has waived the RFP process and has approved the retention of SST Inc., under the following terms:

- (1) SST Inc. shall provide a one-year subscription for Shotspotter Gunfire Location, Alert, and Analysis Services relative to the Phase II Northside Expansion of the existing ShotSpotter system on behalf of the Syracuse Police Department;
- (2) The term of this contract shall be from March 2, 2023 through March 1, 2024;
- (3) The City shall pay SST Inc. an amount not to exceed \$149,800 for all services to be provided under this agreement reviewed;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, be and he hereby is authorized to execute such contract, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account # 540530.01.31230 or another appropriate account as designated by the Commissioner of Finance.



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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

September 18, 2023

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

Re: Request to Legislation for Waiver of the RFP Process and Enter an Agreement

Dear Ms. McBride,

Please prepare legislation to be introduced at the next Common Council meeting on behalf of the Syracuse Police Department, authorizing a waiver of the RFP process to enter into an agreement with SST, Inc. for ShotSpotter gunfire location, alert and analysis services related to Phase II – Northside Expansion of the ShotSpotter system. The agreement will be for the period of 3/2/23 – 3/1/24.

The Syracuse Police Department has been utilizing the ShotSpotter system since September 2017 and already has all of the necessary equipment in place. It would be impractical to bid this product due to the specialized nature of the software that is provided.

An annual expenditure not to exceed \$149,800 will be charged to account #540530.01.31230 for fiscal year 2023/24.

Thank you.

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](http://www.syr.gov.net)

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**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

---

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

---

September 14, 2023

Timothy Rudd  
Director of Management and Budget  
City Hall  
Syracuse, New York 13202

Re: Requesting a waiver of RFP – SST, Inc.

Dear Mr. Rudd,

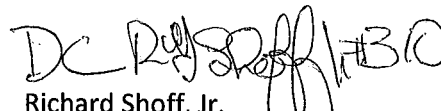
Please prepare the necessary legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to enter into an agreement with SST, Inc. for ShotSpotter gunfire location, alert and analysis services related to Phase II – Northside Expansion of the ShotSpotter system. The agreement will be for the period of 03/02/23-03/01/24.

The Syracuse Police Department has been utilizing the ShotSpotter system since September 2017 and already has all of the necessary equipment in place. It would be impractical to bid this product due to the specialized nature of the software that is provided.

An annual expenditure not to exceed \$149,800 will be charged to account #540530.01.31230 for fiscal year 2023/24.

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

Sincerely,

  
Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police



# 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:** September 18, 2023  
**SUBJECT:** Waiver of RFP & Enter an Agreement – SST, Inc.

**Julie Castellitto**  
Assistant Director

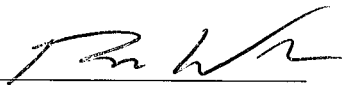
On behalf of the Department of Police, I am requesting a waiver of the RFP process to enter into an agreement with SST, Inc. for ShotSpotter gunfire location, alert and analysis services related to Phase II – Northside Expansion of the ShotSpotter system. The agreement will be for the period of 3/2/23 – 3/1/24.

The Syracuse Police Department has been utilizing the ShotSpotter system since September 2017 and already has all of the necessary equipment in place. It would be impractical to bid this product due to the specialized nature of the software that is provided.

An annual expenditure not to exceed \$149,800 will be charged to account #540530.01.31230 for fiscal year 2023/24.

If you agree to waive the RFP process and 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

9/20/23  
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](http://www.syr.gov.net)

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE  
APPROPRIATION OF FUNDS FROM  
UNALLOCATED CASH CAPITAL ON BEHALF  
OF THE SYRACUSE POLICE DEPARTMENT**

BE IT ORDAINED, that this Common Council hereby authorizes the Appropriation of Unallocated Cash Capital in the amount of \$3,037,500 from 2023/2024 Unallocated Cash Capital Account # 599007.01.99999 to an account to be determined by the Commissioner of Finance for the Syracuse Police Department; said funds are to be used by the Syracuse Police Department to purchase vehicles as set forth in Attachment "A", in the manner provided by law.

**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

## Attachment A

<u>Description of Equipment</u>	<u>Justification</u>	<u>Unit Price</u>	<u>Total</u>
23 Marked Police Vehicles	Replace Existing Units	\$ 67,500	\$1,552,500
18 Unmarked Vehicles	Replace Existing Units	\$ 36,000	\$ 648,000
1 Concealed Identity Vehicle	Replace Existing Units	\$ 43,000	\$ 43,000
Cargo Van –Evidence Tech Unit	Replace Existing Unit	\$ 60,000	\$ 60,000
Truck with Aerial Device	Replace Existing Unit	\$168,000	\$ 168,000
Crime Scene Unit Vehicle	Replace Existing Unit	\$566,000	\$ 566,000
		<b>TOTAL</b>	<b>\$3,037,500</b>

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

511 South State Street, Syracuse, NY 13202

315.442.5250

[www.syracusepolice.org](http://www.syracusepolice.org)

1<sup>st</sup> Deputy Chief  
Richard F. Shoff, Jr.



Deputy Chiefs  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

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**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 15, 2023

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

Dear Ms. McBride,

I hereby request that you prepare the necessary legislation for the next regular meeting of the Syracuse Common Council to appropriate **\$3,037,500** for Vehicles for the Department of Police from the 2023/24 unallocated cash capital account (599007.01.99999). These funds shall be placed in an account or accounts to be determined by the Commissioner of Finance. The total Capital appropriation for Vehicles shall not exceed **\$ 3,037,500**.

Very truly yours,

A handwritten signature in black ink that reads "DC R Shoff h#310".  
Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police

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511 South State Street, Syracuse, NY 13202

315.442.5250

[www.syracusepolice.org](http://www.syracusepolice.org)

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	09/15/23
Project Name:	Police Department - Annual purchase of Vehicles and Related Equipment
Project Cost:	\$3,037,500
Contact Name:	Lt. Brian Lutz
Project Description:	Replacement of Departmental Vehicles

**Projected Time Line & Funding Source(s)**

Estimated Start Date: 10/01/23 Estimated Completion Date: 06/30/23

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$3,037,500
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	
	\$3,037,500

**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No

Reason("No"):

Director of Administration: 

Date: \_\_\_\_\_

Director of Management & Budget: 

Date: 9-12-23

Commissioner of Finance: 

Date: 9/19/23

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**ORDINANCE AUTHORIZING  
INTERMUNICIPAL AGREEMENT PURSUANT  
TO SECTION 5-G OF THE GENERAL  
MUNICIPAL LAW WITH THE COUNTY OF  
ONONDAGA RELATIVE TO PROVIDING A  
DIVERSIONARY RESPONSE PROGRAM FOR  
PERSONS IN CRISIS CALLS TO 911**

WHEREAS, Section 5-G of the General Municipal Law of the State of New York, provides that municipalities may enter into cooperative agreements subject to the approval of their governing bodies; and

WHEREAS, the City of Syracuse and the County of Onondaga agree to enter into a cooperative agreement under the following terms and conditions:

- (1) The City and County shall collaborate to provide and staff a Diversionary Response Program whereby persons in crisis who interact directly or indirectly with the 911 Emergency Dispatch Center will be routed to a mental health diversion service;
- (2) The term of the Intermunicipal Agreement shall be for a period of one (1) year effective as of November 1, 2023 through June 30, 2024;
- (3) The City shall pay an amount not to exceed \$180,000.00 for all expenses authorized under the Intermunicipal Agreement;
- (4) The Corporation Counsel shall include any other terms or conditions deemed to be necessary;

NOW, THEREFORE,

BE IT ORDAINED, that the Mayor be and he hereby is authorized to execute such agreement, as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that this Ordinance is subject to the necessary approvals by the County of Onondaga as required by applicable law; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account # 541500.01.31230 or another appropriate account as designated by the Commissioner of Finance.



1<sup>st</sup> Deputy Chief  
Richard F. Shoff, Jr.



Deputy Chiefs  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

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**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

September 13, 2023

Patricia McBride  
City Clerk  
City Hall  
Syracuse, New York 13202

Dear Ms. McBride,

**I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to authorize the Syracuse Police Department to enter into a contractual agreement with the County of Onondaga for Outreach Workers for Persons in Crisis.**

Per the terms of this agreement the County of Onondaga (County) will provide (2) outreach workers with mutually agreed upon qualifications which will assess, design plans for and refer to the appropriate and desired services related City Persons in Crisis ("PIC") calls. The Syracuse Police Department will refer appropriate individuals to the team pursuant to the agreement. The outreach team will connect individuals to supports and services to meet the needs of the PICs. The outreach team will work with multiple systems to assist in addressing the applicable needs of persons in crisis, including mental health services, substance abuse services, victim services, emergency departments, hospitals, homeless shelters, and respite care.

The term of the agreement will be from 11-01-23 through 06-30-24.

Expenditures not to exceed \$180,000 for FY 24 will be charged to operating budget account 541500.01.31230.

Thank you for your consideration in this matter.

Sincerely,

Richard Shoff, Jr.  
First Deputy Chief of Police

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511 South State Street, Syracuse, NY 13202

315.442.5250

www.syr.gov/police

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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 and Budget  
**DATE:** September 18, 2023  
**SUBJECT:** Agreement – County of Onondaga

**Julie Castellitto**  
Assistant Director

On behalf of the Department of Police, I am requesting the City to enter into a contractual agreement with the County of Onondaga for outreach workers for Persons in Crisis.

Per the terms of this agreement the County of Onondaga (County) will provide (2) outreach workers with mutually agreed upon qualifications which will assess, design plans for and refer to the appropriate and desired services related City Persons in Crisis (“PIC”) calls. The Syracuse Police Department will refer appropriate individuals to the team pursuant to the agreement. The outreach team will connect individuals to supports and services to meet the needs of the PICs. The outreach team will work with multiple systems to assist in addressing the applicable needs of person in crisis, including mental health services, substance abuse services, victim services, emergency departments, hospitals, homeless shelters, and respite care.

The term of the agreement will be from 11/1/23 through 6/30/24.

Expenditures not to exceed \$180,000 for FY24 will be charged to operating budget account #541500.01.31230.

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

9/20/23  
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](http://www.syr.gov.net)

**Intermunicipal Agreement under Joint Resolutions for the City of Syracuse to provide  
Funding to the County of Onondaga for Outreach Workers for Persons in Crisis**

This Agreement by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York, by and through its agency, the Syracuse Police Department, having its principal offices at 511 South State Street, Syracuse, New York 13202 ("City"), and the County of Onondaga, a municipal corporation organized and existing under the laws of the State of New York, by and through its agency, the Department of Children and Family Services – Mental Health Services Division, having its principal offices in the John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, New York ("County") (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS** the County and City wish to expand their joint efforts to ensure that improved outcomes for interactions with persons in crisis occur by utilizing mental health professionals on scene when deemed appropriate; and

**WHEREAS**, under authorization by companion legislative resolutions, the County and the City have been authorized to enter into this agreement whereby the City and County will collaborate to provide mental health diversion services to persons in crisis who interact directly or indirectly with the Syracuse Police Department by contracting for an "Outreach Team;" and

**WHEREAS** the County is willing and able to provide the additional services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the Parties agree as follows:

**TERM**

This Agreement shall take effect on the date of its execution and terminate on June 30, 2024; unless this agreement shall be deemed to have terminated at any time after the COUNTY notifies the City of its termination of the program, or the CITY notifies the COUNTY that it is terminating its funding for this program. This Agreement will be renewed upon notification by the COUNTY, and acceptance by the City, subject to the approval of the Mayor and Common Council, at least thirty (30) days prior to the expiration of the existing term. Written notice of the intent to enter any such renewal shall be provided to each party not less than ninety (90) days prior to the intended effective date of such action. In the event of termination, the parties shall adjust the accounts due, and the CITY shall not undertake any additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close activities hereunder. In the event of timely notice of intent to terminate by the CITY, the COUNTY shall not undertake any additional expenditures it is not already obligated to pay. Upon

any such termination, the parties shall endeavor in an orderly manner to close activities hereunder.

Except as is otherwise stated in this Agreement, neither the City nor the County shall have or make any claim for damages against the other for the other's terminating this Agreement.

## **SCOPE OF SERVICES**

Subsequent to the current pilot program, an outreach team will assess, design plans for and refer for appropriate and desired services related to Onondaga City Persons in Crisis ("PIC" calls). The Syracuse Police Department will refer appropriate individuals to the team pursuant to this Agreement. The Outreach Team will connect individuals to supports and services to meet their needs.

The Outreach Team will work with multiple systems to assist in addressing the applicable needs of persons in crisis, including mental health services, substance abuse services, victim services, emergency departments, hospitals, homeless shelters, and respite care.

## **REIMBURSEMENT AND PAYMENT**

The CITY, in accordance with the provisions of this Agreement, shall reimburse the COUNTY for expenditures made for the OUTREACH SERVICES, as follows:

1. For the County to contract with an appropriate human services agency for the services of two outreach workers with mutually agreed qualifications, \$180,000 for each year of this project, beginning November 1, 2023. Such payment will be rendered by the City to the County no later than November 1, 2023, and there will be a reconciliation of actual expenditures to the amount of funds provided no later than August 30, 2024. If there is any excess funding reported from the reconciliation, such funds will be rolled into funding the project's subsequent year of this partnership, if the parties agree to continue the joint project. If the agreement is not renewed by either party excess funds will be returned to the City within thirty (30) days of the reconciliation being completed.

## **MISCELLANEOUS AGREEMENTS**

1. In the event either Party intends to discontinue this agreement, such Party shall give written notice of such intention to the other Party not less than ninety (90) days prior to the intended effective date of such action.
2. This Agreement is subject to and shall comply with all applicable provisions of federal and state laws or regulations. This Agreement shall be governed by the laws of New York State.

3. The COUNTY and the CITY shall observe and require the observance of all applicable federal and NYS requirements relating to confidentiality of records and information by all Parties, their employees, and contractors.

### **HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION**

The City covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to the City's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the City, its employees or agents.

The County covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the City, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to the County's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this Agreement: arising out of or resulting directly or indirectly from misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the County, its employees or agents.

### **INSURANCE**

The County certifies that it is self-insured for all purposes herein, and it will provide documentation of self-insurance as requested to the City. The County will ensure that any contractor(s) engaged for the purposes of this Agreement will comply with appropriate County insurance requirements.

**ASSIGNMENT**

Each party is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest in this Agreement, to any other person or entity without the prior written consent of the other party.

**INDEPENDENT PARTIES**

Neither party, nor the parties' officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the other party.

**LICENSES AND PERMITS**

Each party shall obtain at its own expense all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

**APPROPRIATIONS**

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by either party beyond monies appropriated and available for the purpose thereof.

**AGREEMENT MODIFICATIONS**

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

**SEVERABILITY**

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

**CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this Agreement shall be deemed to be part of this Agreement and to have been inserted in this Agreement, and each shall have the full force and effect of law.

**ENTIRE AGREEMENT**

The terms of this Agreement, including any attachments, amendments, addenda, or appendices attached hereto, constitute the entire understanding and agreement of the Parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alteration, or modification of any provision of this Agreement shall be binding unless in writing and signed by the duly authorized representative of each of the Parties sought to be bound.

**IN WITNESS WHEREOF**, the City and the County have executed the writing of this Agreement on the dates hereafter written.

**THE COUNTY OF ONONDAGA**

By: \_\_\_\_\_  
J. Ryan McMahon II  
County Executive

\_\_\_\_\_  
Date

**THE CITY OF SYRACUSE**

By: \_\_\_\_\_  
Ben Walsh  
Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
**Patricia K. McBride, City Clerk**

State of New York )  
City of Onondaga ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me the undersigned, personally appeared **J. Ryan McMahon II**, 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York )  
City of the City ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me the undersigned, personally appeared **Ben 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



Ordinance No.

2023

**ORDINANCE AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF A TRANSCEND  
TACTICAL VANTAGE ROBOT FOR THE  
SYRACUSE POLICE DEPARTMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of a Transcend Tactical Vantage Robot from Airworx, LLC for the Syracuse Police Department during fiscal year 2023/2024 at a cost not to exceed \$50,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the specialized nature of the products and Airworx, LLC is the sole authorized reseller of this equipment for all of North Central New York, which includes Onondaga County; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said parts and repair services at a cost not to exceed \$50,000, charging the cost thereof to the 2020 NYS DHSES Tactical Team Grant, # 599802.02.31225 Project #232970520 and Police Department Operating Budget Account # 520620.01.31230, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2024, provided funding from the appropriation authorized by this Ordinance remains available.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

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September 18, 2023

**Timothy M. Rudd**  
Director

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

**Julie Castellitto**  
Assistant Director

Re: Request to Legislation for Waiver of Competitive Bid

Dear Ms. McBride,

On behalf of the Department of Police, please prepare legislation to be introduced at the next Common Council Meeting to authorize a waiver of competitive bid for the purchase of a Transcend Tactical Vantage Robot for the Syracuse Police department Emergency Response Team. The department is requesting that Airworx, LLC supply its Transcend Tactical Vantage Robot with remote burn safe payload and related accessories.

The Department has researched, tested and evaluated robot systems from several different manufacturers and found that the Airworx products are superior to the other available options. Airworx is the sole authorized reseller of these products for North Central, NY to include Onondaga County. The Company also holds patents US8434576 and US8893832 relating specifically to the robot's climbing ability on stairs and over obstacles (which increases safety and reduces operator errors) and as a result makes Airworx the sole source from which to obtain the needed equipment.

Purchases under this waiver will be charged to the 2020 NYS DHSES Tactical Team Grant, Account #599802.02.31225 Project #232970520 and Police Department Operating Budget Account #520620.01.31230. Total purchases not to exceed \$50,000 for fiscal year 2023/24.

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

Thank you.

Sincerely,

  
Timothy M. Rudd  
Director of Management and Budget

Office 315 448-8252  
Fax 315 448-8116

[www.syr.gov.net](http://www.syr.gov.net)

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1<sup>st</sup> Deputy Chief  
Richard F. Shoff, Jr.



Deputy Chiefs  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

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**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

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September 13, 2023

Tim Rudd  
Director of Management & Budget  
City Hall  
Syracuse, New York 13202

Dear Mr. Rudd

**I hereby request that you prepare the necessary legislation for the next regular meeting of the Syracuse Common Council to approve a Waiver of Competitive bid for the purchase of a Transcend Tactical Vantage Robot for the Syracuse Police Department Emergency Response Team. The department is requesting that Airworx, LLC supply it's Transcend Tactical Vantage Robot with Remote Burn Safe Payload and related accessories.**

The Department has researched, tested and evaluated robot systems from several different manufacturers and found that the Airworx products are superior to the other available options. Airworx is the sole authorized reseller of these products for North Central, NY to include Onondaga County. The Company also holds patents US8434576 and US8893832 relating specifically to the robot's climbing ability on stairs and over obstacles (which increases safety and reduces operator errors) and as a result makes Airworx the sole source from which to obtain the needed equipment.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, the equipment purchased will be purchased in accordance with any other policies as established by the Commissioner of Purchase and subject to the approval of the Department of Purchase.

**Purchases under this waiver will be charged to the 2020 NYS DHSES Tactical Team Grant, Account 599802.02.31225 Project #232970520 and Police Department Operating Budget Account 520620.01.31230. Total purchases not to exceed \$50,000 for fiscal year 2023/24.**

Thank you for your consideration in this matter.

Sincerely,

Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police

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

511 South State Street, Syracuse, NY 13202

315.442.5250

[www.syr.gov/police](http://www.syr.gov/police)

**ORDINANCE AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF A THERMAL IMAGING POLE  
AND A DUAL VIEW “UNDER THE DOOR”  
CAMERA FOR THE SYRACUSE POLICE  
DEPARTMENT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of a thermal imaging pole camera and a dual view “under the door” camera from Zistos Corporation for the Syracuse Police Department during fiscal year 2023/2024 at a cost not to exceed \$40,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the specialized nature of the products and Zistos Corporation is the sole authorized reseller of these specific products in Syracuse; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said parts and repair services at a cost not to exceed \$40,000, charging the cost thereof to the 2020 NYS DHSES Tactical Team Grant, Account #599802.02.31225 Project #232970520, or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2024, provided funding from the appropriation authorized by this Ordinance remains available.



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

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**Timothy M. Rudd**  
Director

September 18, 2023

**Julie Castellitto**  
Assistant Director

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

Re: Request to Legislation for Waiver of Competitive Bid

Dear Ms. McBride,

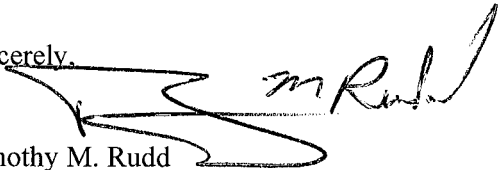
On behalf of the Department of Police, please prepare legislation to be introduced at the next Common Council Meeting to authorize a waiver of competitive bid for the purchase of a thermal imaging pole camera and a dual view "under the door" camera for the Syracuse Police Department Emergency Response Team. The department is requesting that Zistos Corporation (Zistos) supply its 16ft motorized system with dual mode thermal camera (Part #HDTS-5AR-MC16-2.0D) and full dual view under door camera kit (Part #HDTS-5AR-ZDV).

The Department has researched, tested and evaluated camera systems from several different manufacturers, both on and off state contract, and found that the Zistos products are superior to the other available options. Zistos is the sole authorized reseller of these products in Syracuse, NY and a result the sole source from which to obtain the needed equipment.

Purchases under this waiver will be charged to the 2020 NYS DHSES Tactical Team Grant, Account #599802.02.31225 Project #232970520. Total purchases not to exceed \$40,000 for fiscal year 2023/24.

Thank you.

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](http://www.syr.gov.net)

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**1<sup>st</sup> Deputy Chief**  
Richard F. Shoff, Jr.



**Deputy Chiefs**  
Richard H. Trudell  
Julie L. Shulsky  
Mark M. Rusin

---

**SYRACUSE POLICE DEPARTMENT**

Joseph L. Cecile, Chief

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September 13, 2023

Tim Rudd  
Director of Management & Budget  
City Hall  
Syracuse, New York 13202

Dear Mr. Rudd

**I hereby request that you prepare the necessary legislation for the next regular meeting of the Syracuse Common Council to approve a Waiver of Competitive bid for the purchase of a thermal imaging pole camera and a dual view “under the door” camera for the Syracuse Police Department Emergency Response Team. The department is requesting that Zistos Corporation (Zistos) supply it’s 16ft motorized system w/dual mode thermal camera (Part #HDT5-5AR-MC16-2.0D) and Full Dual View Under Door Camera Kit (Part #HDT5-5AR-ZDV).**

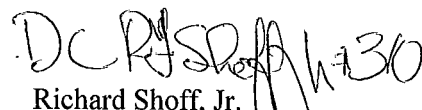
The Department has researched, tested and evaluated camera systems from several different manufacturers, both on and off state contract, and found that the Zistos products are superior to the other available options. Zistos is the sole authorized reseller of these products in Syracuse, NY. and a result the sole source from which to obtain the needed equipment.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, the equipment purchased will be purchased in accordance with any other policies as established by the Commissioner of Purchase and subject to the approval of the Department of Purchase.

**Purchases under this waiver will be charged to the 2020 NYS DHSES Tactical Team Grant, Account 599802.02.31225 Project #232970520. Total purchases not to exceed \$40,000 for fiscal year 2023/24.**

Thank you for your consideration in this matter.

Sincerely,

  
Richard Shoff, Jr.  
1<sup>st</sup> Deputy Chief of Police

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

511 South State Street, Syracuse, NY 13202

315.442.5250

www.syr.gov/police

Ordinance No.

2023

**ORDINANCE AUTHORIZING THE MAYOR TO  
SUBMIT AN APPLICATION TO AND ENTER  
INTO AN AGREEMENT WITH THE  
PRESERVATION LEAGUE OF NEW YORK FOR  
A TECHNICAL ASSISTANCE GRANT**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the Preservation League of New York for a technical assistance grant in an amount not to exceed \$5,000; if awarded the grant funds will be used by the City Department of Parks to study the architectural feasibility/reuse study or a limited conditions assessment to help determine a potential project scope for any future renovation of the Stone Millhouse Building in Elmwood Park; and

BE IT FURTHER ORDAINED, that that a required local match of 20% (\$1,000) will be provided by Parks Department Account #71400.01.541500; and

BE IT FURTHER ORDAINED, that upon award of said grant the Mayor be and he hereby is authorized to execute a contract or written instruments relative to the grant as approved by the Corporation Counsel.

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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

September 14, 2023

**Janet L. Burke**  
Director, Bureau of  
Research

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

**RE: REQUEST FOR LEGISLATION – Authorization to Apply for a Technical Assistance Grant through the Preservation League of NYS**

Dear Ms. McBride:

Please prepare legislation for the next regularly scheduled meeting of the Common Council authorizing the City of Syracuse to apply for and enter into an agreement with the Preservation League of New York State for an amount not to exceed \$4,000.00. A matching city contribution is required for 20% or \$1,000.00 of the \$5,000.00 maximum grant award. Funds will be charged from the Parks Department account #71400.01.541500.

The grant funds will be used for an architectural feasibility/reuse study or limited conditions assessment to help determine a potential project scope and limitations for any future restoration project of the Stone Millhouse Building in Elmwood Park on the city's Southside.

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](http://www.syr.gov.net)



Ordinance No.

2023

**ORDINANCE APPROVING THE REQUEST FOR  
A TEMPORARY HONORARY STREET SIGN  
LOCATED ON THE 100 BLOCK OF WALTON  
STREET IN HONOR OF MICHAEL YORTON**

WHEREAS, Michael Yorton operated the Blue Tusk in Center Armory with his father, Tim, and other family members from 1992 until 2022; and

WHEREAS, Michael Yorton was the visionary behind the idea of a 69 tap bar featuring a wide variety of craft beer and hard to find beer; and

WHEREAS, the founding of the Blue Tusk with this new concept helped pave the way for craft beer to take off in Central New York; and

WHEREAS, the Blue Tusk won many accolades over the years including being ranked by the national magazine All About Beer as No. 48 on its list of the “Top 125 places in the world to have a beer before you die” putting the Blue Tusk ahead of bars in such places as London, Dublin, Munich and New York City; and

WHEREAS, in 2022, Michael Yorton tragically passed away at the age of 49 but left behind a great legacy of having created a very popular business for the people of Central New York.

NOW THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, the Common Council authorizes that a temporary, one (1) year from the date of installation, Honorary Street Sign be installed on the 100 block of Walton Street in honor of Michal Yorton; and

BE IT FURTHER ORDAINED, that the Commissioner of DPW is authorized to install the appropriate honorary signage for a one (1) year period along the 100 block of Walton Street in the City of Syracuse.



**CITY OF SYRACUSE COMMON COUNCIL**

**LATOYA ALLEN**  
**Councilor – 4<sup>th</sup> District**

September 22, 2023

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

Dear Ms. McBride:

Please prepare legislation for the Common Council meeting of Monday, October 2, 2023, requesting the temporary construction of an honorary street sign for one year from the date of installation on the 100 block of Walton Street in honor of Mr. Michael Yorton.

Yorton operated the Blue Tusk in Center Armory with his father, Tim, and other family members from 1992 until 2022. Yorton was the visionary behind the idea of a 69 tap bar featuring a wide variety of craft and hard to find beer. While its concept seemed unusual at its opening, the Blue Tusk helped pave the way for craft beer to take off in Central New York.

The Blue Tusk won many accolades over the years. In 2008, national magazine All About Beer ranked The Blue Tusk No. 48 in its list of “Top 125 places in the world to have a beer before you die.” That puts it ahead of bars in such places as London, Dublin, Munich and New York City.

In 2022, Yorton tragically passed away at the age of 49. Through his business, Yorton created his own community and made many people’s lives more enjoyable. Yorton’s unique vision made him a legendary figure in the City of Syracuse.

Thank you for your assistance in this regard.

Sincerely,

Latoya Allen  
4<sup>th</sup> District Councilor

Michael Yorton operated The Blue Tusk in the Center Armory building with his father, Tim, and other members of his family from 1995 to 2022.

Michael was the visionary behind the idea of a 69-tap bar highlighting both American craft beer and hard-to-find imports. He was responsible for the bar's laid-back, tie-dyed, jam band-meets-beer enthusiast vibe.

It may have seemed unusual at the time, but The Blue Tusk helped pave the way for the then-new concept of craft beer to take off in Central New York. It was recognized in national beer publications as a trend-setter. The Blue Tusk won many accolades over the years. In 2008, the writers and editors of the national magazine All About Beer ranked The Blue Tusk No. 48 in its list of "top 125 places in the world to have a beer before you die." That put it ahead of bars in such places as London, Dublin, Munich and New York City.

Michael saw that The Blue Tusk was among the first bars in Central New York to carry the beers that were then known as "micro" brews, several years before the term "craft" came into common use. He also carried a large selection of imports, among them a wide array of Belgian beers.

The Tusk was known to have helped the early small brewers in Syracuse and elsewhere find an outlet for their beer.

**RESOLUTION IN RECOGNITION OF THE  
HONORABLE KATHLEEN C. HOCHUL,  
GOVERNOR OF NEW YORK, FOR SIGNING  
LEGISLATION DECLARING ASIAN LUNAR  
NEW YEAR A PUBLIC SCHOOL HOLIDAY  
ACROSS NEW YORK STATE**

WHEREAS, Asian Americans and Pacific Islanders (“AAPI”) are an integral part of the American cultural mosaic, encompassing a wide range of diversity and playing a vital role in shaping our state and nation; and

WHEREAS, New York’s story could not have been written without the many and varied contributions of AAPI New Yorkers; nevertheless, the AAPI community continues to struggle to overcome many obstacles of discrimination and hardship; and

WHEREAS, in an act of recognition of the AAPI community’s contributions to this state and the state’s continued commitment to supporting and protecting New York’s AAPI community, on September 9, 2023, the Honorable Kathleen C. Hochul, Governor of New York, signed Legislation (A.7768/S.7573) amending the education law to declare Asian Lunar New Year a public school holiday statewide; and

WHEREAS, this Legislation (A.7768/S.7573) celebrates the rich diversity that makes New York so great; and

WHEREAS, this Common Council strongly supports the efforts by New York State to create opportunities to learn about, engage with, and celebrate the various backgrounds and cultures that make New Yorkers diverse and unique;

NOW, THEREFORE,

BE IT RESOLVED, that the Syracuse Common Council, as the duly elected representatives of the proud citizens of the City of Syracuse, do hereby recognize and congratulate the Honorable Kathleen C. Hochul, Governor of New York, for taking an important step in recognizing the importance of New York's AAPI community by signing legislation declaring Asian lunar new year an official public school holiday across New York State; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to transmit a copy of this Resolution to the Governor Kathleen C. Hochul.



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## CITY OF SYRACUSE COMMON COUNCIL

**CHOL MAJOK**  
**Councilor – 3<sup>rd</sup> District**

September 27, 2023

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

Dear Ms. McBride:

Please prepare a resolution for the Common Council Waiver Agenda of Monday, October 2, 2023, honoring Governor Kathy Hochul for signing legislation (A.7768/S.7573) to declare Asian Lunar New Year a public school holiday across New York State.

New York is home to the second largest Asian population in the United States, which is the fastest growing racial and ethnic group nationwide, with 1.9 million residents. Lunar New Year, also known as the Spring Festival, celebrates the first new moon of the lunar calendar. The holiday is celebrated primarily by the Chinese, Vietnamese, and Korean diasporas and other East Asian cultures.

By designating the Lunar New Year as an official school holiday, New York State is taking an important step in recognizing the contributions of the New York State Asian American and Pacific Islanders community and the rich diversity that makes New York State so great. I recognize and support the efforts that New York State has made to celebrate the many different ethnic groups in our state.

Thank you for your assistance in this regard.

Sincerely,

Chol Majok  
3<sup>rd</sup> District Councilor

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