

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(01/08)

REGULAR MEETING – JANUARY 8, 2024

1:00 P.M.

1. *Pledge of Allegiance to the Flag – (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation – (A Moment of Silent Reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call – (All Present – 9)*
4. *Minutes – December 18, 2023 – (Adopted 9 – 0)*
5. *Petitions – (None)*
6. *Committee Reports – (Joint Finance & Neighborhood Preservation)*
7. *Communications – (From Empire State Development, the General Project Plan of the NYS Urban Development Corporation, together with findings for the CXtec, Inc. Capital Project in Onondaga County.)*

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**NEW BUSINESS**  
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BY PRESIDENT HUDSON:

- 9-0** 8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2023/2024* **1-R**

BY COUNCILOR CALDWELL:

- 9-0** 9. *Appropriate Funds - From Account #541500.01.71400 in the amount of \$25,000 to the Syracuse Parks Conservancy for the fiscal year 2023-2024.* **2**

BY COUNCILOR WILLIAMS & COUNCILOR JONES-ROWSER:

- T** 10. *Local Law – Amend the City Tax and Assessment Act of the City of Syracuse, Section 19-51-1A entitled “Definitions” and create new Section 19-51.2 entitled “Written Notice of Surplus Monies Claims” and Section 19:51.3 entitled “Surplus Money Proceeding, to establish a new procedure for the seizure and sale of tax delinquent property to the Land Bank. The proposed changes are detailed in the attachment and is required due to a recent U.S. Supreme Court case.* **T**

- H** 11. Authorize - Memorandum of Understanding (MOU) between the Greater Syracuse Land Bank "Land Bank," on behalf of the Department of Law, for the purpose of establishing a new procedure for the seizure and sale of tax delinquent property to the Land Bank, as it relates to the City Tax and Assessment Act (as amended). **H**

BY COUNCILOR WILLIAMS:

- 9-0** 12. Amend – Ord. #396 (06/20/2023), "Purchase w/c/b – From Aaron Nuzzo, Albany Investigators and Metro Attorneys, process serving services for various legal actions, on behalf of the Department of Law, for the period of July 1, 2023-June 30, 2024. Total cost not to exceed \$17,000 to be charged to Account #540552.01.14200". Amend to change the name of the "Albany Investigators" to "Alliance Risk Group Inc." All other conditions remain the same. **3**
- 9-0** 13. Transfer Funds – Within the July 1, 2023 – June 30, 2024, Syracuse City Budget transfer amendments, to Account #540530.01.16800, as detailed in the legislation, for Document Management Software for the Law Department (\$85,000) and Kronos clocks for Payroll System (\$23,274.80). Total amount not to exceed \$108,274.80. **4**
- 9-0** 14. Agreement – With iManage Cloud, for the implementation and subscription of iManage Cloud to provide a software solution that will serve as the foundational system for organizing, managing, and accessing the City's growing volume of legal cases, providing a centralized and cohesive system for the Law Department, for the period of three (3) years from the date of execution. Total cost not to exceed \$85,000, from Account #540530.01.16800. The Mayor waived the RFP process. **5**

BY COUNCILOR GETHERS:

- 9-0** 15. Authorize – Consultant Agreement with Bergmann Associates for Design Services Fee for the North, South, East, West (NSEW) Corridors Interconnect Project, Phase 2, PIN 3757.80, in an amount not to exceed \$218,117 from Account #599807.07.80405.700375780. Fully funded with federal and existing local funds previously authorized (Ord. #172-2023). **6**
- 9-0** 16. Application & Agreement – To and with The Recycling Partnership (TRP), for the Residential Curbside Recycling Cart (RCRC) grant, in an amount not to exceed \$682,500. If awarded, funds will go toward the purchase of 96-gallon recycling carts for City residents. There is no local match required. **7**
- 9-0** 17. Application & Agreement – To and with the New York State Department of Environmental Conservation (NYSDEC) Municipal Waste Reduction and Recycling (MWRR) grant in an amount not to exceed \$1,137,500, on behalf of the Department of Public Works. If awarded, funds will be used to cover 50% of the cost of 96-gallon recycling carts for City residents. There is no local match. The total project cost not to exceed \$2,275,000. The project will be bonded for and is part of the 2024/2025 Capital Improvement Plan. **8**

Syracuse Common Council  
Adjourned at 1:05 PM

Ordinance No.

2024

**ORDINANCE APPROPRIATING FISCAL YEAR  
2023/2024 FUNDS FOR THE SYRACUSE PARKS  
CONSERVANCY AND AUTHORIZING THE  
MAYOR TO EXECUTE A CONTRACT OR  
WRITTEN INSTRUMENTS ASSOCIATED WITH  
THE APPROPRIATION AS NECESSARY**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$25,000.00 from Account #541500.01.71400 to an account to be determined by the Commissioner of Finance for the Syracuse Parks Conservancy; said funds are for their work promoting and improving the Syracuse Parks as well as Recreation Programming for the period of July 1, 2023 through June 30, 2024, in the manner provided by law; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract with the Syracuse Parks Conservancy relative to this appropriation, subject to the approval of the Corporation Counsel as to terms, form and execution.



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# DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 12, 2023

**Tony Williams**  
Commissioner

**Chris Abbott**  
Deputy Commissioner

Patricia McBride  
City Clerk  
231 City Hall  
Syracuse, NY 13202

RE: Approval of Payment

Dear Ms. McBride,

Please place on the agenda for the next meeting of the Common Council the necessary legislation to authorize the payment of \$25,000 to the Syracuse Parks Conservancy, as approved in the 2023/24 budget. This payment is for their work promoting and improving the Syracuse Parks, as well as Recreation programming.

Attached to this letter is the formal request and outline of previous funding.

Payment of this \$25,000 will be charged to account #541500.01.71400.

Please contact me if you have any questions.

Sincerely,

Tony Williams  
Commissioner of Parks, Recreation & Youth Programs

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

Office 315 473 4330  
Fax 315 428 8513

[www.syr.gov.net](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:** December 14, 2023  
**SUBJECT:** Funding Agreement with Syracuse Parks Conservancy

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting the City enter into a funding agreement with Syracuse Parks Conservancy in an amount not to exceed \$25,000, as approved in the 2023/24 budget. This payment is for their work promoting and improving the Syracuse Parks, as well as Recreation programming.

Attached to this letter is a formal request and outline of previous funding.

Payment of this \$25,000 will be charged to account #541500.01.71400.

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

DEC 15 2023  
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](http://www.syr.gov)



Syracuse Parks Conservancy  
PO Box 11384  
Syracuse, NY 13218

**Board of Trustees**

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**Vice President**

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Corrine Driscoll Dunham

July 1, 2023

Patricia McBride

City Clerk

231 City Hall

Syracuse, NY 13202

Dear Ms. McBride,

Please prepare legislation for the next Common Council meeting to request the payment of \$25,000 to the Syracuse Parks Conservancy, as approved in the 2023/2024 annual budget. As required, a complete summary of how 2023/2024 funds will be spent can be seen below:

- Executive Director \$15,000
- Event and Program Insurance \$3500
- Parks and Rec City Special Projects \$6,500

TOTAL: \$25,000

The mission of the Syracuse Parks Conservancy is to ensure that all Syracuse parks, public lands and the habitats therein are sustainably protected, restored, enhanced and developed for the educational, recreational and wellness uses of our citizens and their guests; we will accomplish this by directing and managing these lands and facilities in a public-private partnership with the City of Syracuse. All funds provided by the City will be used to support our mission.

If you have any questions or comments regarding this, please feel free to contact me.

Yours Truly,

Christopher Wiles

President

Local Law No.  
City of Syracuse

2024

**A LOCAL LAW OF THE CITY OF SYRACUSE  
AMENDING ARTICLE II OF CHAPTER 19 OF  
PART S – SPECIAL ACTS OF THE CITY OF  
SYRACUSE, AS AMENDED ENTITLED “TAX  
AND ASSESSMENT ACT” TO ADD THREE NEW  
SECTIONS: SECTION 19-51.1A TO BE  
ENTITLED DEFINITIONS; SECTION 19-51.2 TO  
BE ENTITLED WRITTEN NOTICE OF SURPLUS  
MONIES CLAIM; AND SECTION 19-51.3 TO BE  
ENTITLED SURPLUS MONEY PROCEEDING**

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

**SECTION 1.** This Local Law is to authorize the City to amend Article II of Chapter 19 of Part S – Special Acts of the City of Syracuse, as amended, entitled “Tax and Assessment Act” to add three new Sections: Section 19-51.1 A to be entitled Definitions; Section 19-51.2 to be entitled Written Notice of Surplus Monies Claim; and Section 19-51.3 to be entitled Surplus Money Proceeding.

**CHAPTER 19. TAXATIONS AND SPECIAL ASSESSMENTS**

**ARTICLE II. TAX AND ASSESSMENT ACT**

**Sec. 19-51.1A. Definitions.**

For the purposes of Sections 19-51.2 and 19.51.3 of this Act, the following words and phrases shall be defined as follows:

- (a) *Agent* shall mean the person or entity duly authorized by the City to carry out the requirements of this Section.
- (b) *Appraisal* shall mean an appraisal of the seized Property conducted by a New York State licensed real estate appraiser to establish Fair Value of the seized Property hereunder.
- (c) *Claimant* shall mean an Owner or Lienholder of Record who seeks, pursuant to Section 19-51.2 of this Act, recognition of their interest in any Surplus Funds by filing a Notice of Claim to Surplus Money.

- (d) *Claim Notice* shall be the written notice sent by the City of Syracuse to the Owner and Lienholders of Record informing them that they can make a claim for Surplus Funds as set forth in Section 19-51.2 of this Act.
- (e) *Fair Value* shall mean the value of the Property established through a public tax foreclosure sale conducted in accordance with this Act, an Appraisal, as defined herein, or by such other valuation method as the City reasonably determines will result in just compensation to Owners and Lienholders of Record as measured by the value of the Property.
- (f) *Hearing Officer* shall mean an attorney not a W2 employee of the City or its Agent(s), who is in good standing and admitted to practice in the State of New York for at least three (3) years and who is designated by the City or its Agent to conduct any Surplus Money Proceeding required by this Section.
- (g) *Interested Party* shall mean the Owner and any Lienholder of Record.
- (h) *Lienholder(s) of Record* shall mean the person or entity who holds an unsatisfied or otherwise open lien on the Property that has been duly recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (i) *Monies Owed* shall mean all amounts due the City of Syracuse, its Agent and/or the County of Onondaga for unpaid real Property taxes, special ad valorem levies, special assessments, sewer rent, user charges, water charges, penalties, interest, and any and all other amounts due and payable to the City of Syracuse, its Agent and/or the County of Onondaga including the costs and expenses of the *in rem* tax foreclosure proceeding, including but not limited to the costs and expenses of determining Fair Value and conducting a Surplus Money Proceeding, if any (as defined herein).
- (j) *Notice of Claim to Surplus Money* shall be the notice submitted to the City of Syracuse, within thirty (30) days of the date of the Claim Notice, by a Claimant seeking to make a claim for Surplus Funds.
- (k) *Owner* shall mean the person or entity who held fee title to some or all of the Property by virtue of being the grantee on the last deed of record for the Property that was duly filed and recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (l) *Property* shall mean the real property that is the subject of a seizure by the City through tax deed or otherwise.
- (m) *Surplus Funds* shall mean the remaining funds, if any, after subtracting Monies Owed from the Fair Value.



- (n) *Surplus Money Proceeding* shall mean the exclusive mechanism under this Act in which entitlement, priority and distribution of Surplus Funds shall be determined and distributed.
- (o) *Surplus Proceeding Notice* shall mean the notice provided by the City or its Agent to the Owner and any Claimant advising the date on which the Surplus Money Proceeding is scheduled to occur in accordance with Section 19-51.3 of this Act.

### **Sec. 19-51.2. Written Notice of Surplus Monies Claim**

At least thirty (30) days prior to the seizure of Property by tax deed, or other such methods as are available to the City under the applicable laws, the Commissioner of Finance shall send or cause to be sent the Claim Notice by certified and regular mail to any Interested Party. The Claim Notice shall inform the Interested Party of their right to make a claim for Surplus Funds by filing a Notice of Claim to Surplus Money within thirty (30) days of the date of the Claim Notice. Failure to submit or timely submit the Notice of Claim to Surplus Money will result in a waiver and abandonment of the right to claim Surplus Funds. The City is exempt from the necessity of filing a Notice of Claim to Surplus Money where the City is identified as a Lienholder of Record.

The Claim Notice shall be in writing and include the following:

- (a) Delinquent tax years which are the subject of the seizure action;
- (b) Street address, Property number, and tax map identification number of such Property;
- (c) Legal description of the Property;
- (d) Monies Owed to date, plus interest, penalties and additional costs that may accrue through the date of completion of the Surplus Money Proceeding, if any;
- (e) Date by which Notice of Claim to Surplus Money form must be submitted; and
- (f) Form of Notice of Claim to Surplus Money.

The Notice of Claim to Surplus Money shall be submitted to the Department of Law by personal delivery or certified mail on a form provided by the Department of Finance or any such form that shall contain the following information:

- (a) Name of Claimant;
- (b) Telephone number of Claimant;
- (c) Address at which the Claimant wants to receive service (such address may not be a PO Box);
- (d) Street address, Property number, and tax map identification number of such Property;
- (e) Explanation, with all supporting documentation, of Claimant's interest in the Property; and
- (f) A sworn statement or affirmation by the Claimant that the information included in the Notice of Claim to Surplus Money form is truthful and accurate under the penalties of perjury.

### **Sec. 19-51.3 Surplus Money Proceeding**

- (1) Within sixty (60) days after the seizure of Property by tax deed or other such methods as are available to the City under the applicable laws, where one or more Notices of Claim to Surplus Money were timely submitted pursuant to Section 19-51.2 of this Act, the City shall obtain, or cause to be obtained, an Appraisal to establish Fair Value of the seized Property.
- (2) In the event there are Surplus Funds, and one or more Notice(s) of Claim to Surplus Money have been duly filed in accordance with Section 19-51.2 of this Act, the City shall hold or cause to be held a Surplus Money Proceeding within one hundred twenty (120) days of the date of seizure of the Property by tax deed or other such methods as are available to the City under the applicable laws. Any Surplus Money Proceeding may be adjourned for cause in the City's sole discretion. Any such adjournment shall be noticed in the same manner as the initial hearing set forth herein.
- (3) All Surplus Money Proceedings shall be conducted by a Hearing Officer. At least fourteen (14) days prior to the Surplus Money Proceedings, the City shall provide the Hearing Officer with all Notices of Claim to Surplus Money timely received by the City. The Surplus Money Proceedings do not require the attendance of the Claimants, unless so directed by the Hearing Officer.
- (4) The City, in its sole discretion, shall have the authority to use an Agent to conduct the Surplus Money Proceeding pursuant to this Section as follows:
  - a. At least thirty (30) days prior to the commencement of a Surplus Money Proceeding, the City shall send, or shall cause to be sent, by certified and first-class mail to the prior Owner and any Claimant, a Surplus Proceeding Notice as follows:
    - i. Such Surplus Proceeding Notice shall be sent to the address for service indicated on the Notice of Claim to Surplus Money; and
    - ii. If the Owner has not submitted a Notice of Claim to Surplus Money, then the Surplus Proceeding Notice shall be sent to the Owner at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure.
  - b. At the Surplus Money Proceeding, the Hearing Officer will review the validity of all timely submitted Notices of Claim to Surplus Money and shall ascertain and report the amount due, if any, to each Claimant, the City, or any other parties that may be entitled to payment. The priority of the claims and order of distribution of the Surplus Funds shall be done in the same order and to the same extent as the Claimants would be paid in a surplus money proceeding following an action to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law.

- c. Within thirty (30) business days following the conclusion of the Surplus Money Proceeding, the City shall distribute, or shall cause to be distributed, any Surplus Funds as determined at the Surplus Money Proceeding and in accordance with this Section. In the event there are remaining Surplus Funds after all Claimants and the City are paid in accordance herewith, the City shall notify or shall cause to notify the prior Owner by certified and first-class mail at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure. Such notice shall provide the Owner with sixty (60) days from the date of such notice to claim the balance of the Surplus Funds (the "**Redemption Period**"). If the prior Owner fails to claim the balance of the Surplus Funds within the Redemption Period, the City shall, within ninety (90) days from the expiration of the Redemption Period, cause such abandoned Surplus Funds to be sent to New York State in accordance with Section 502 of the New York State Abandon Property Law and Section 66 of the General Construction Law.

- (5) Section 19-51.2 of this Act and this Section 19-51.3 are the exclusive mechanisms for a claimant to claim and receive any applicable surplus funds pursuant to the laws of the City of Syracuse, and other applicable laws.

## **SECTION 2. SEVERABILITY CLAUSE**

Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

## **SECTION 3. SAVINGS CLAUSE**

This Local Law is not intended to rescind or repeal any existing City of Syracuse Charter Provision, Local Law, or General Ordinance unless such change is made by its express terms. Otherwise all other provisions of the Syracuse City Charter, Revised General Ordinances and Local Laws not inconsistent with the provisions of this Local Law shall remain in full force and effect.

## **SECTION 4. EFFECTIVE AND OPERATIVE DATE**

This Local Law shall be effective immediately in accordance with the provisions of New York State Municipal Home Rule Law.



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

**Corporation Counsel**  
Susan R. Katzoff

December 14, 2023

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

**VIA HAND DELIVERY**

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

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

**Re: Local Law amendment to City Tax and Assessment Act**

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

Dear Ms. McBride:

Please place on the Common Council agenda for its meeting of January 8, 2024 a proposed Local Law to amend and create new sections of the City Tax and Assessment Act:

- (1) Section 19-51-1A Definitions; (2) add a new Section 19.51.2 Written Notice of Surplus Monies Claims; (3) and add a new Section 19.51.3 Surplus Money Proceeding.

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

These revisions to the Tax and Assessment Act are required due to a recent United States Supreme Court Case that invalidated the previous procedure used by the City to foreclose on tax delinquent properties for transfer to the Land Bank. Attached please find the proposed new Sections which will be delivered to your office in the form of a Local Law for consideration by the Common Council.

Very truly yours,

Joseph W. Barry III, Esq.  
First Assistant Corporation Counsel

**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  
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Email [law@syr.gov](mailto:law@syr.gov)

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

**Sec. 19-51.1A. Definitions:**

For the purposes of Sections 19-51.2 and 19.51.3 of this Act, the following words and phrases shall be defined as follows:

- (a) *Agent* shall mean the person or entity duly authorized by the City to carry out the requirements of this Section.
- (b) *Appraisal* shall mean an appraisal of the seized Property conducted by a New York State licensed real estate appraiser to establish Fair Value of the seized Property hereunder.
- (c) *Claimant* shall mean an Owner or Lienholder of Record who seeks, pursuant to Section 19-51.2 of this Act, recognition of their interest in any Surplus Funds by filing a Notice of Claim to Surplus Money.
- (d) *Claim Notice* shall be the written notice sent by the City of Syracuse to the Owner and Lienholders of Record informing them that they can make a claim for Surplus Funds as set forth in Section 19-51.2 of this Act.
- (e) *Fair Value* shall mean the value of the Property established through a public tax foreclosure sale conducted in accordance with this Act, an Appraisal, as defined herein, or by such other valuation method as the City reasonably determines will result in just compensation to Owners and Lienholders of Record as measured by the value of the Property.
- (f) *Hearing Officer* shall mean an attorney not a W2 employee of the City or its Agent(s), who is in good standing and admitted to practice in the State of New York for at least three (3) years and who is designated by the City or its Agent to conduct any Surplus Money Proceeding required by this Section.
- (g) *Interested Party* shall mean the Owner and any Lienholder of Record.
- (h) *Lienholder(s) of Record* shall mean the person or entity who holds an unsatisfied or otherwise open lien on the Property that has been duly recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (i) *Monies Owed* shall mean all amounts due the City of Syracuse, its Agent and/or the County of Onondaga for unpaid real Property taxes, special ad valorem levies, special assessments, sewer rent, user charges, water charges, penalties, interest, and any and all other amounts due and payable to the City of Syracuse, its Agent and/or the County of Onondaga including the costs and expenses of the *in rem* tax foreclosure proceeding, including but not limited to the costs and expenses of determining Fair Value and conducting a Surplus Money Proceeding, if any (as defined herein).

- (a) *Notice of Claim to Surplus Money* shall be the notice submitted to the City of Syracuse, within thirty (30) days of the date of the Claim Notice, by a Claimant seeking to make a claim for Surplus Funds.
- (b) *Owner* shall mean the person or entity who held fee title to some or all of the Property by virtue of being the grantee on the last deed of record for the Property that was duly filed and recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (c) *Property* shall mean the real property that is the subject of a seizure by the City through tax deed or otherwise.
- (d) *Surplus Funds* shall mean the remaining funds, if any, after subtracting Monies Owed from the Fair Value.
- (e) *Surplus Money Proceeding* shall mean the exclusive mechanism under this Act in which entitlement, priority and distribution of Surplus Funds shall be determined and distributed.
- (f) *Surplus Proceeding Notice* shall mean the notice provided by the City or its Agent to the Owner and any Claimant advising the date on which the Surplus Money Proceeding is scheduled to occur in accordance with Section 19-51.3 of this Act.

#### **Sec. 19-51.2. Written Notice of Surplus Monies Claim**

At least thirty (30) days prior to the seizure of Property by tax deed, or other such methods as are available to the City under the applicable laws, the Commissioner of Finance shall send or cause to be sent the Claim Notice by certified and regular mail to any Interested Party. The Claim Notice shall inform the Interested Party of their right to make a claim for Surplus Funds by filing a Notice of Claim to Surplus Money within thirty (30) days of the date of the Claim Notice. Failure to submit or timely submit the Notice of Claim to Surplus Money will result in a waiver and abandonment of the right to claim Surplus Funds. The City is exempt from the necessity of filing a Notice of Claim to Surplus Money where the City is identified as a Lienholder of Record.

The Claim Notice shall be in writing and include the following:

- (a) Delinquent tax years which are the subject of the seizure action;
- (b) Street address, Property number, and tax map identification number of such Property;
- (c) Legal description of the Property;
- (d) Monies Owed to date, plus interest, penalties and additional costs that may accrue through the date of completion of the Surplus Money Proceeding, if any;
- (e) Date by which Notice of Claim to Surplus Money form must be submitted; and
- (f) Form of Notice of Claim to Surplus Money.

The Notice of Claim to Surplus Money shall be submitted to the Department of Law by personal delivery or certified mail on a form provided by the Department of Finance or any such form that shall contain the following information:

- (a) Name of Claimant;
- (b) Telephone number of Claimant;
- (c) Address at which the Claimant wants to receive service (such address may not be a PO Box);
- (d) Street address, Property number, and tax map identification number of such Property;
- (e) Explanation, with all supporting documentation, of Claimant's interest in the Property; and
- (f) A sworn statement or affirmation by the Claimant that the information included in the Notice of Claim to Surplus Money form is truthful and accurate under the penalties of perjury.

#### **Sec. 19-51.3 Surplus Money Proceeding**

- (1) Within sixty (60) days after the seizure of Property by tax deed or other such methods as are available to the City under the applicable laws, where one or more Notices of Claim to Surplus Money were timely submitted pursuant to Section 19-51.2 of this Act, the City shall obtain, or cause to be obtained, an Appraisal to establish Fair Value of the seized Property.
- (2) In the event there are Surplus Funds, and one or more Notice(s) of Claim to Surplus Money have been duly filed in accordance with Section 19-51.2 of this Act, the City shall hold or cause to be held a Surplus Money Proceeding within one hundred twenty (120) days of the date of seizure of the Property by tax deed or other such methods as are available to the City under the applicable laws. Any Surplus Money Proceeding may be adjourned for cause in the City's sole discretion. Any such adjournment shall be noticed in the same manner as the initial hearing set forth herein.
- (3) All Surplus Money Proceedings shall be conducted by a Hearing Officer. At least fourteen (14) days prior to the Surplus Money Proceedings, the City shall provide the Hearing Officer with all Notices of Claim to Surplus Money timely received by the City. The Surplus Money Proceedings do not require the attendance of the Claimants, unless so directed by the Hearing Officer.
- (4) The City, in its sole discretion, shall have the authority to use an Agent to conduct the Surplus Money Proceeding pursuant to this Section as follows:

- a. At least thirty (30) days prior to the commencement of a Surplus Money Proceeding, the City shall send, or shall cause to be sent, by certified and first-class mail to the prior Owner and any Claimant, a Surplus Proceeding Notice as follows:
  - i. Such Surplus Proceeding Notice shall be sent to the address for service indicated on the Notice of Claim to Surplus Money; and
  - ii. If the Owner has not submitted a Notice of Claim to Surplus Money, then the Surplus Proceeding Notice shall be sent to the Owner at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure.
- b. At the Surplus Money Proceeding, the Hearing Officer will review the validity of all timely submitted Notices of Claim to Surplus Money and shall ascertain and report the amount due, if any, to each Claimant, the City, or any other parties that may be entitled to payment. The priority of the claims and order of distribution of the Surplus Funds shall be done in the same order and to the same extent as the Claimants would be paid in a surplus money proceeding following an action to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law.
- c. Within thirty (30) business days following the conclusion of the Surplus Money Proceeding, the City shall distribute, or shall cause to be distributed, any Surplus Funds as determined at the Surplus Money Proceeding and in accordance with this Section. In the event there are remaining Surplus Funds after all Claimants and the City are paid in accordance herewith, the City shall notify or shall cause to notify the prior Owner by certified and first-class mail at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure. Such notice shall provide the Owner with sixty (60) days from the date of such notice to claim the balance of the Surplus Funds (the "**Redemption Period**"). If the prior Owner fails to claim the balance of the Surplus Funds within the Redemption Period, the City shall, within ninety (90) days from the expiration of the Redemption Period, cause such abandoned Surplus Funds to be sent to New York State in accordance with Section 502 of the New York State Abandon Property Law and Section 66 of the General Construction Law.

(5) Section 19-51.2 of this Act and this Section 19-51.3 are the exclusive mechanisms for a claimant to claim and receive any applicable surplus funds pursuant to the laws of the City of Syracuse, and other applicable laws.



**ORDINANCE AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SYRACUSE  
AND THE GREATER SYRACUSE PROPERTY  
DEVELOPMENT CORPORATION (ALSO  
KNOWN AS THE LAND BANK) RELATIVE TO  
ESTABLISHING A NEW PROCEDURE FOR  
SEIZURES AND SALE OF TAX DELINQUENT  
PROPERTY TO THE SYRACUSE LAND BANK**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to enter into a one year Memorandum of Understanding with the Greater Syracuse Property Development Corporation, (also known as the Land Bank) to establish a new procedure for seizures and sale of tax delinquent property to the Land Bank; there is no cost to this Memorandum of Understanding as all expenses will be dealt with on a case by case basis subject to Mayor and Common Council approval; and

BE IT FURTHER ORDAINED, that the terms and conditions of the Memorandum of Understanding shall be in substantially the same form as the agreement attached hereto as Exhibit "A"; and

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

**AGENCY AGREEMENT**

This **AGENCY AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a land bank duly formed in accordance with Article 16 of the New York Not-for-Profit Corporation Law with an address of 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 ("**Land Bank**") and **CITY OF SYRACUSE**, a municipal corporation of the State of New York with an address of 233 East Washington Street, Syracuse, New York 13202 ("**City**").

**RECITALS**

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms as set forth in the City's Tax and Assessment Act (the "Tax Act"); and

**WHEREAS**, the City, following compliance with the Tax Act and in accordance with an annual Funding Agreement between the City and the Land Bank and following seizure of Tax Delinquent Properties (as defined below) by tax deed, transfers such seized properties to the Land Bank following authorization from the Land Bank, the City's Common Council and the County of Onondaga; and

**WHEREAS**, the City has amended its Tax Act to provide all Lienholders of Record and Owners of real properties which are the subject of a tax seizure action by the City (each a "**Tax Delinquent Property**" or "**Tax Delinquent Properties**") an opportunity to file a claim against Surplus Funds, if any, from the sale/transfer of such Tax Delinquent Property, after payment of all Monies Owed. A copy of the amended Tax Act is attached hereto at **Schedule "A"**; and

**WHEREAS**, the City desires to appoint the Land Bank as its agent to undertake and implement certain provisions of the Tax Act related to the valuation of those Tax Delinquent Properties for which title has been transferred to the Land Bank ("**Tax Delinquent LB Properties**") and undertake, as necessary, Surplus Money Proceedings required to account for and distribute any Surplus Funds for which Notices of Claim to Surplus Money are timely filed with the City; and

**WHEREAS**, this Agency Agreement is separate and distinct from any annual funding agreement(s) that the City and Land Bank have entered into and may enter into in the future as approved by the Common Council and the Land Bank's Board of Directors; and

**WHEREAS**, the Land Bank has agreed to act as agent for the City with respect to Tax Delinquent LB Properties, for such purposes in accordance with the terms and conditions of this Agency Agreement and the Tax Act.

**NOW, THEREFORE,** in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Land Bank hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Transfers.** Upon receipt of the Land Bank's approval to acquire the Tax Delinquent LB Properties, the City shall proceed to complete the approval and seizure process under the Tax Act. Upon taking title, the City shall transfer, and the Land Bank shall accept, title to such Tax Delinquent LB Properties.
3. **Claims.** When one or more Claimants properly files a Notice of Claim to Surplus Money with the City in relation to a Tax Delinquent LB Property ("**Claim**") in accordance with the Tax Act, the City will promptly forward a copy of each Claim to the Land Bank together with the corresponding list of Monies Owed for each such Tax Delinquent LB Property.
4. **Appraisal.** As soon as reasonably possible, but under no circumstances more than 60 days, after the City obtains fee title via a tax deed to a Tax Delinquent LB Property *and* for which one or more Claims were filed with the City and provided to the Land Bank, the Land Bank shall obtain, and provide a copy to the City, a real property appraisal performed by a New York State licensed real estate appraiser ("**Appraisal**") of each such Tax Delinquent LB Property in accordance with the Tax Act to establish Fair Value.
5. **Payment.** Upon acquisition of the Appraisal for any Tax Delinquent LB Property, as set forth in Section 4 hereof, the Land Bank shall immediately provide the City with cash or a bond (collectively, "**Bond**"), sufficient to cover any Surplus Funds for each such Tax Delinquent LB Property with terms providing for payment within ten (10) days of filing a claim against the Bond by the City. The City shall be the sole beneficiary of each such Bond and the Bond shall remain in place for the benefit of the City until such time as the Surplus Money Proceeding has been concluded. Upon the conclusion of a Surplus Money Proceeding, the City shall make a claim against the Bond in the amount of the Surplus Funds which shall be distributed in accordance herewith and the Act.
6. **Surplus Money Proceedings.** As the City's Agent, and within one hundred twenty (120) days of the date of the tax deed obtained by the City, the Land Bank shall conduct Surplus Money Proceedings on all Tax Delinquent LB Properties on which Claims were properly filed in accordance with the Tax Act, including but not limited to obtaining the Appraisal and the sending of the Surplus Proceeding Notice, all in accordance with the Tax Act. In addition, the City and the Land Bank shall:
  - a. Within twenty (20) days from the date of the conclusion of the Surplus Money Proceeding, the City shall file a claim against the Bond in an amount equal to the Surplus Funds.
  - b. Within thirty (30) business days following the conclusion of the Surplus Money Proceeding, the Land Bank shall distribute any Surplus Funds as determined at the Surplus Money Proceeding and in accordance with this Section 4. In the event there are remaining Surplus Funds after all Claimants and the City are paid in accordance

herewith, the Land Bank shall notify the Owner of the Tax Delinquent LB Property at the address last on file with the City's water department and the address(es) used for service in the underlying seizure action. Such notice shall provide the Owner with sixty (60) days from the date of such notice to claim the balance of the Surplus Funds ("**Redemption Period**"). If the Owner fails to claim the balance of the Surplus Funds within the Redemption Period, the Land Bank shall, within thirty (30) days following the expiration of the Redemption Period, provide the City with a complete list of Tax Delinquent LB Property for which Surplus Funds have been abandoned hereunder, the amount of such abandoned Surplus Funds and proof of mailing of notice to the Owner in accordance herewith (the "**Abandoned Surplus List**"). Thereafter, but in no event more than ninety (90) days from the expiration of the Redemption Period, the Land Bank, on behalf of the City, shall cause such abandoned Surplus Funds to be remitted to New York State in accordance with Section 502 of the New York State Abandoned Property Law and Section 66 of the New York State General Construction Law.

**7. Reimbursement to Land Bank of Surplus Funds.** On or before January 31<sup>st</sup> of the year following each year this Agency Agreement remained in effect, or whenever the Land Bank has expended in excess of \$500,000 in Surplus Money, whichever shall first occur, the City shall seek a budgetary appropriation to pay the Land Bank an amount equal to all Surplus Funds expended to date by the Land Bank in accordance with this Agency Agreement. If no such appropriation is awarded, the Land Bank has the right to terminate this Agency Agreement.

**8. Records.** The Land Bank and the City shall each maintain accurate records and accounts of all matters set forth herein including, but not limited to, Monies Owed, Claims, Fair Value, Surplus Funds and Surplus Money Proceedings. The Land Bank and the City shall permit authorized representatives of the other from time to time upon reasonable notice to inspect and audit all books, records and accounts pertaining to the activities undertaken pursuant to this Agency Agreement. All records obtained as a result of this Agency Agreement shall belong to the City.

**9. Termination for Cause.** This Agency Agreement may be terminated by either party for cause if the other party is in breach of its obligations under this Agency Agreement and such breach continues un-remedied for more than thirty (30) days after the defaulting party receives written notice stating the specific item or items of breach under this Agency Agreement from the other party, provided that, if such breach is capable of cure but cannot be cured within such thirty (30) day period, as long as the defaulting party commences a cure within such thirty (30) day period and prosecutes the same with due diligence, there shall be no termination for cause.

**10. Compliance with Laws.** The Land Bank and the City shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations affecting their respective responsibilities hereunder.

**11. Indemnification.** The Land Bank shall indemnify and hold the City harmless for failure to timely administer any Surplus Money Proceeding and/or fail to timely notice and or disburse Surplus Funds and/or abandoned Surplus Funds hereunder.

**12. Assignment.** The Land Bank may not assign its obligations as agent under this Agency Agreement without the prior written consent of the City.

**13. Term.** This Agreement shall be for a term of one-year upon its execution.

**14. Miscellaneous Provisions.**

a. This Agency Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

b. Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agency Agreement.

c. All notices under this Agency Agreement shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. The addresses to which notices and other communications hereunder shall be delivered are as follows:

TO CITY:

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

WITH A COPY TO:

Office of Corporation Counsel  
City of Syracuse  
City Hall  
233 East Washington Street, Suite #300  
Syracuse, New York 13202  
Attn: Corporation Counsel

TO LAND BANK:

Greater Syracuse Property Development Corporation  
431 E. Fayette Street, Suite 375  
Syracuse, New York 13202  
Attention: Katelyn Wright, Executive Director

WITH A COPY TO:

Hancock & Estabrook, LLP  
1800 AXA Tower  
100 Madison Street  
Syracuse, New York 13202

Attention: John P. Sidd, Esq.

d. There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Agency Agreement not incorporated in writing in this Agency Agreement. Except as otherwise noted herein, this Agency Agreement supersedes all other agreements, if any, among the parties relating to the subject matter of this Agency Agreement.

e. No modification, amendment, addition to, or termination of this Agency Agreement, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

f. This Agency Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Any action or proceeding relating to this Agency Agreement will be brought in the Supreme Court of the State of New York in the County of Onondaga. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

h. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Agency Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

i. The waiver by any party hereof of any breach of any provision of this Agency Agreement shall not operate or be construed as a waiver of any subsequent breach.

j. If any one or more of the provisions of this Agency Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agency Agreement shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have executed this Agency Agreement as of the date and year first written above.

**Greater Syracuse Property  
Development Corporation**

**City of Syracuse**

By: \_\_\_\_\_  
Katelyn E. Wright  
Executive Director

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

**SCHEDULE A**  
**Tax Act, as amended**





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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

December 14, 2023

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

Re: Request to Legislation

Dear Ms. McBride,

On behalf of the Department of Law, please prepare legislation to be introduced at the next scheduled Common Council Meeting authorizing the Mayor to sign the attached Agreement (MOU) with the Greater Syracuse Land Bank "Land Bank".

The purpose of the agreement will be to establish a new procedure for the seizure and sale of tax delinquent property to the Land Bank.

There is no immediate cost associated with this Agreement as all expenses will be dealt with on case-by-case basis subject to Common Council approval.

Thank you.

Sincerely,

Timothy M. Rudd  
Director of Management & Budget

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

Office 315 448-8252  
Fax 315 448-8116

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

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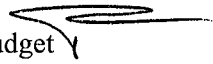
3



# 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:** December 14, 2023  
**SUBJECT:** MOU Agreement – Greater Syracuse Land Bank “Land Bank”

---

**Julie Castellitto**  
Assistant Director

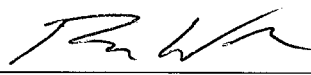
On behalf of the Department of Law, I am requesting that the City of Syracuse enter into an Agreement (MOU) with the Greater Syracuse Land Bank "Land Bank".

The purpose of the agreement will be to establish a new procedure for the seizure and sale of tax delinquent property to the Land Bank.

There is no immediate cost associated with this Agreement as all expenses will be dealt with on case-by-case basis subject to Common Council approval.

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

DEC 15 2023  
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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**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

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

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

**Assistant Corporation  
Counsel**  
Darienn P. Balin  
Robert P. Carpenter  
John J. Connor  
Valerie T. Didamo  
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

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)

December 14, 2023

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

**Re: Request for Legislation**

Dear Mr. Rudd:

I am requesting legislation authorizing the Mayor to sign the attached Agreement (MOU) with the Greater Syracuse Land Bank "Land Bank".

The purpose of the agreement will be to establish a new procedure for the seizure and sale of tax delinquent property to the Land Bank.

There is no immediate cost associated with this Agreement as all expenses will be dealt with on case-by-case basis subject to Common Council approval.

Thank you for your assistance in this matter.

Sincerely,

Joseph W. Barry III, Esq.  
First Assistant Corporation Counsel

## AGENCY AGREEMENT

This **AGENCY AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION**, a land bank duly formed in accordance with Article 16 of the New York Not-for-Profit Corporation Law with an address of 431 E. Fayette Street, Suite 375, Syracuse, New York 13202 ("**Land Bank**") and **CITY OF SYRACUSE**, a municipal corporation of the State of New York with an address of 233 East Washington Street, Syracuse, New York 13202 ("**City**").

### RECITALS

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms as set forth in the City's Tax and Assessment Act (the "Tax Act"); and

**WHEREAS**, the City, following compliance with the Tax Act and in accordance with an annual Funding Agreement between the City and the Land Bank and following seizure of Tax Delinquent Properties (as defined below) by tax deed, transfers such seized properties to the Land Bank following authorization from the Land Bank, the City's Common Council and the County of Onondaga; and

**WHEREAS**, the City has amended its Tax Act to provide all Lienholders of Record and Owners of real properties which are the subject of a tax seizure action by the City (each a "**Tax Delinquent Property**" or "**Tax Delinquent Properties**") an opportunity to file a claim against Surplus Funds, if any, from the sale/transfer of such Tax Delinquent Property, after payment of all Monies Owed. A copy of the amended Tax Act is attached hereto at **Schedule "A"**; and

**WHEREAS**, the City desires to appoint the Land Bank as its agent to undertake and implement certain provisions of the Tax Act related to the valuation of those Tax Delinquent Properties for which title has been transferred to the Land Bank ("**Tax Delinquent LB Properties**") and undertake, as necessary, Surplus Money Proceedings required to account for and distribute any Surplus Funds for which Notices of Claim to Surplus Money are timely filed with the City; and

**WHEREAS**, this Agency Agreement is separate and distinct from any annual funding agreement(s) that the City and Land Bank have entered into and may enter into in the future as approved by the Common Council and the Land Bank's Board of Directors; and

**WHEREAS**, the Land Bank has agreed to act as agent for the City with respect to Tax Delinquent LB Properties, for such purposes in accordance with the terms and conditions of this Agency Agreement and the Tax Act.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Land Bank hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **Transfers.** Upon receipt of the Land Bank's approval to acquire the Tax Delinquent LB Properties, the City shall proceed to complete the approval and seizure process under the Tax Act. Upon taking title, the City shall transfer, and the Land Bank shall accept, title to such Tax Delinquent LB Properties.
3. **Claims.** When one or more Claimants properly files a Notice of Claim to Surplus Money with the City in relation to a Tax Delinquent LB Property ("**Claim**") in accordance with the Tax Act, the City will promptly forward a copy of each Claim to the Land Bank together with the corresponding list of Monies Owed for each such Tax Delinquent LB Property.
4. **Appraisal.** As soon as reasonably possible, but under no circumstances more than 60 days, after the City obtains fee title via a tax deed to a Tax Delinquent LB Property *and* for which one or more Claims were filed with the City and provided to the Land Bank, the Land Bank shall obtain, and provide a copy to the City, a real property appraisal performed by a New York State licensed real estate appraiser ("**Appraisal**") of each such Tax Delinquent LB Property in accordance with the Tax Act to establish Fair Value.
5. **Payment.** Upon acquisition of the Appraisal for any Tax Delinquent LB Property, as set forth in Section 4 hereof, the Land Bank shall immediately provide the City with cash or a bond (collectively, "**Bond**"), sufficient to cover any Surplus Funds for each such Tax Delinquent LB Property with terms providing for payment within ten (10) days of filing a claim against the Bond by the City. The City shall be the sole beneficiary of each such Bond and the Bond shall remain in place for the benefit of the City until such time as the Surplus Money Proceeding has been concluded. Upon the conclusion of a Surplus Money Proceeding, the City shall make a claim against the Bond in the amount of the Surplus Funds which shall be distributed in accordance herewith and the Act.
6. **Surplus Money Proceedings.** As the City's Agent, and within one hundred twenty (120) days of the date of the tax deed obtained by the City, the Land Bank shall conduct Surplus Money Proceedings on all Tax Delinquent LB Properties on which Claims were properly filed in accordance with the Tax Act, including but not limited to obtaining the Appraisal and the sending of the Surplus Proceeding Notice, all in accordance with the Tax Act. In addition, the City and the Land Bank shall:
  - a. Within twenty (20) days from the date of the conclusion of the Surplus Money Proceeding, the City shall file a claim against the Bond in an amount equal to the Surplus Funds.
  - b. Within thirty (30) business days following the conclusion of the Surplus Money Proceeding, the Land Bank shall distribute any Surplus Funds as determined at the Surplus Money Proceeding and in accordance with this Section 4. In the event there are remaining Surplus Funds after all Claimants and the City are paid in accordance

herewith, the Land Bank shall notify the Owner of the Tax Delinquent LB Property at the address last on file with the City's water department and the address(es) used for service in the underlying seizure action. Such notice shall provide the Owner with sixty (60) days from the date of such notice to claim the balance of the Surplus Funds ("**Redemption Period**"). If the Owner fails to claim the balance of the Surplus Funds within the Redemption Period, the Land Bank shall, within thirty (30) days following the expiration of the Redemption Period, provide the City with a complete list of Tax Delinquent LB Property for which Surplus Funds have been abandoned hereunder, the amount of such abandoned Surplus Funds and proof of mailing of notice to the Owner in accordance herewith (the "**Abandoned Surplus List**"). Thereafter, but in no event more than ninety (90) days from the expiration of the Redemption Period, the Land Bank, on behalf of the City, shall cause such abandoned Surplus Funds to be remitted to New York State in accordance with Section 502 of the New York State Abandoned Property Law and Section 66 of the New York State General Construction Law.

**7. Reimbursement to Land Bank of Surplus Funds.** On or before January 31<sup>st</sup> of the year following each year this Agency Agreement remained in effect, the City shall seek a budgetary appropriation to pay the Land Bank an amount equal to all Surplus Funds expended by the Land Bank in the previous calendar year in accordance with this Agency Agreement. If no such appropriation is awarded, the Land Bank has the right to terminate this agreement.

**8. Records.** The Land Bank and the City shall each maintain accurate records and accounts of all matters set forth herein including, but not limited to, Monies Owed, Claims, Fair Value, Surplus Funds and Surplus Money Proceedings. The Land Bank and the City shall permit authorized representatives of the other from time to time upon reasonable notice to inspect and audit all books, records and accounts pertaining to the activities undertaken pursuant to this Agency Agreement. All records obtained as a result of this Agency Agreement shall belong to the City.

**9. Termination for Cause.** This Agency Agreement may be terminated by either party for cause if the other party is in breach of its obligations under this Agency Agreement and such breach continues un-remedied for more than thirty (30) days after the defaulting party receives written notice stating the specific item or items of breach under this Agency Agreement from the other party, provided that, if such breach is capable of cure but cannot be cured within such thirty (30) day period, as long as the defaulting party commences a cure within such thirty (30) day period and prosecutes the same with due diligence, there shall be no termination for cause.

**10. Compliance with Laws.** The Land Bank and the City shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations affecting their respective responsibilities hereunder.

**11. Indemnification.** The Land Bank shall indemnify and hold the City harmless for failure to timely administer any Surplus Money Proceeding and/or fail to timely notice and or disburse Surplus Funds and/or abandoned Surplus Funds hereunder.

**12. Assignment.** The Land Bank may not assign its obligations as agent under this Agency Agreement without the prior written consent of the City.

**13. Miscellaneous Provisions.**

a. This Agency Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

b. Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Agency Agreement.

c. All notices under this Agency Agreement shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. The addresses to which notices and other communications hereunder shall be delivered are as follows:

TO CITY:

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

WITH A COPY TO:

Office of Corporation Counsel  
City of Syracuse  
City Hall  
233 East Washington Street, Suite #300  
Syracuse, New York 13202  
Attn: Corporation Counsel

TO LAND BANK:

Greater Syracuse Property Development Corporation  
431 E. Fayette Street, Suite 375  
Syracuse, New York 13202  
Attention: Katelyn Wright, Executive Director

WITH A COPY TO:

Hancock & Estabrook, LLP  
1800 AXA Tower  
100 Madison Street  
Syracuse, New York 13202  
Attention: John P. Sidd, Esq.

d. There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Agency Agreement not incorporated in writing in this Agency

Agreement. Except as otherwise noted herein, this Agency Agreement supersedes all other agreements, if any, among the parties relating to the subject matter of this Agency Agreement.

e. No modification, amendment, addition to, or termination of this Agency Agreement, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

f. This Agency Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Any action or proceeding relating to this Agency Agreement will be brought in the Supreme Court of the State of New York in the County of Onondaga. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

h. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Agency Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

i. The waiver by any party hereof of any breach of any provision of this Agency Agreement shall not operate or be construed as a waiver of any subsequent breach.

j. If any one or more of the provisions of this Agency Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agency Agreement shall not be affected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the parties have executed this Agency Agreement as of the date and year first written above.

**Greater Syracuse Property  
Development Corporation**

**City of Syracuse**

By: \_\_\_\_\_  
Katelyn E. Wright  
Executive Director

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

**SCHEDULE A**  
**Tax Act, as amended**

**Sec. 19-51.1A. Definitions:**

For the purposes of Sections 19-51.2 and 19.51.3 of this Act, the following words and phrases shall be defined as follows:

- (a) *Agent* shall mean the person or entity duly authorized by the City to carry out the requirements of this Section.
- (b) *Appraisal* shall mean an appraisal of the seized Property conducted by a New York State licensed real estate appraiser to establish Fair Value of the seized Property hereunder.
- (c) *Claimant* shall mean an Owner or Lienholder of Record who seeks, pursuant to Section 19-51.2 of this Act, recognition of their interest in any Surplus Funds by filing a Notice of Claim to Surplus Money.
- (d) *Claim Notice* shall be the written notice sent by the City of Syracuse to the Owner and Lienholders of Record informing them that they can make a claim for Surplus Funds as set forth in Section 19-51.2 of this Act.
- (e) *Fair Value* shall mean the value of the Property established through a public tax foreclosure sale conducted in accordance with this Act, an Appraisal, as defined herein, or by such other valuation method as the City reasonably determines will result in just compensation to Owners and Lienholders of Record as measured by the value of the Property.
- (f) *Hearing Officer* shall mean an attorney not a W2 employee of the City or its Agent(s), who is in good standing and admitted to practice in the State of New York for at least three (3) years and who is designated by the City or its Agent to conduct any Surplus Money Proceeding required by this Section.
- (g) *Interested Party* shall mean the Owner and any Lienholder of Record.
- (h) *Lienholder(s) of Record* shall mean the person or entity who holds an unsatisfied or otherwise open lien on the Property that has been duly recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (i) *Monies Owed* shall mean all amounts due the City of Syracuse, its Agent and/or the County of Onondaga for unpaid real Property taxes, special ad valorem levies, special assessments, sewer rent, user charges, water charges, penalties, interest, and any and all other amounts due and payable to the City of Syracuse, its Agent and/or the County of Onondaga including the costs and expenses of the *in rem* tax foreclosure proceeding, including but not limited to the costs and expenses of determining Fair Value and conducting a Surplus Money Proceeding, if any (as defined herein).

- (a) *Notice of Claim to Surplus Money* shall be the notice submitted to the City of Syracuse, within thirty (30) days of the date of the Claim Notice, by a Claimant seeking to make a claim for Surplus Funds.
- (b) *Owner* shall mean the person or entity who held fee title to some or all of the Property by virtue of being the grantee on the last deed of record for the Property that was duly filed and recorded in the Onondaga County Clerk's Office as of the date of seizure by the City through tax deed or otherwise.
- (c) *Property* shall mean the real property that is the subject of a seizure by the City through tax deed or otherwise.
- (d) *Surplus Funds* shall mean the remaining funds, if any, after subtracting Monies Owed from the Fair Value.
- (e) *Surplus Money Proceeding* shall mean the exclusive mechanism under this Act in which entitlement, priority and distribution of Surplus Funds shall be determined and distributed.
- (f) *Surplus Proceeding Notice* shall mean the notice provided by the City or its Agent to the Owner and any Claimant advising the date on which the Surplus Money Proceeding is scheduled to occur in accordance with Section 19-51.3 of this Act.

**Sec. 19-51.2. Written Notice of Surplus Monies Claim**

At least thirty (30) days prior to the seizure of Property by tax deed, or other such methods as are available to the City under the applicable laws, the Commissioner of Finance shall send or cause to be sent the Claim Notice by certified and regular mail to any Interested Party. The Claim Notice shall inform the Interested Party of their right to make a claim for Surplus Funds by filing a Notice of Claim to Surplus Money within thirty (30) days of the date of the Claim Notice. Failure to submit or timely submit the Notice of Claim to Surplus Money will result in a waiver and abandonment of the right to claim Surplus Funds. The City is exempt from the necessity of filing a Notice of Claim to Surplus Money where the City is identified as a Lienholder of Record.

The Claim Notice shall be in writing and include the following:

- (a) Delinquent tax years which are the subject of the seizure action;
- (b) Street address, Property number, and tax map identification number of such Property;
- (c) Legal description of the Property;
- (d) Monies Owed to date, plus interest, penalties and additional costs that may accrue through the date of completion of the Surplus Money Proceeding, if any;
- (e) Date by which Notice of Claim to Surplus Money form must be submitted; and
- (f) Form of Notice of Claim to Surplus Money.

The Notice of Claim to Surplus Money shall be submitted to the Department of Law by personal delivery or certified mail on a form provided by the Department of Finance or any such form that shall contain the following information:

- (a) Name of Claimant;
- (b) Telephone number of Claimant;
- (c) Address at which the Claimant wants to receive service (such address may not be a PO Box);
- (d) Street address, Property number, and tax map identification number of such Property;
- (e) Explanation, with all supporting documentation, of Claimant's interest in the Property; and
- (f) A sworn statement or affirmation by the Claimant that the information included in the Notice of Claim to Surplus Money form is truthful and accurate under the penalties of perjury.

### **Sec. 19-51.3 Surplus Money Proceeding**

- (1) Within sixty (60) days after the seizure of Property by tax deed or other such methods as are available to the City under the applicable laws, where one or more Notices of Claim to Surplus Money were timely submitted pursuant to Section 19-51.2 of this Act, the City shall obtain, or cause to be obtained, an Appraisal to establish Fair Value of the seized Property.
- (2) In the event there are Surplus Funds, and one or more Notice(s) of Claim to Surplus Money have been duly filed in accordance with Section 19-51.2 of this Act, the City shall hold or cause to be held a Surplus Money Proceeding within one hundred twenty (120) days of the date of seizure of the Property by tax deed or other such methods as are available to the City under the applicable laws. Any Surplus Money Proceeding may be adjourned for cause in the City's sole discretion. Any such adjournment shall be noticed in the same manner as the initial hearing set forth herein.
- (3) All Surplus Money Proceedings shall be conducted by a Hearing Officer. At least fourteen (14) days prior to the Surplus Money Proceedings, the City shall provide the Hearing Officer with all Notices of Claim to Surplus Money timely received by the City. The Surplus Money Proceedings do not require the attendance of the Claimants, unless so directed by the Hearing Officer.
- (4) The City, in its sole discretion, shall have the authority to use an Agent to conduct the Surplus Money Proceeding pursuant to this Section as follows:

- a. At least thirty (30) days prior to the commencement of a Surplus Money Proceeding, the City shall send, or shall cause to be sent, by certified and first-class mail to the prior Owner and any Claimant, a Surplus Proceeding Notice as follows:
    - i. Such Surplus Proceeding Notice shall be sent to the address for service indicated on the Notice of Claim to Surplus Money; and
    - ii. If the Owner has not submitted a Notice of Claim to Surplus Money, then the Surplus Proceeding Notice shall be sent to the Owner at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure.
  - b. At the Surplus Money Proceeding, the Hearing Officer will review the validity of all timely submitted Notices of Claim to Surplus Money and shall ascertain and report the amount due, if any, to each Claimant, the City, or any other parties that may be entitled to payment. The priority of the claims and order of distribution of the Surplus Funds shall be done in the same order and to the same extent as the Claimants would be paid in a surplus money proceeding following an action to foreclose a mortgage pursuant to Article 13 of the New York Real Property Actions and Proceedings Law.
  - c. Within thirty (30) business days following the conclusion of the Surplus Money Proceeding, the City shall distribute, or shall cause to be distributed, any Surplus Funds as determined at the Surplus Money Proceeding and in accordance with this Section. In the event there are remaining Surplus Funds after all Claimants and the City are paid in accordance herewith, the City shall notify or shall cause to notify the prior Owner by certified and first-class mail at the address last on file with the City's water department and the address(es) used for service in the underlying *in rem* tax foreclosure. Such notice shall provide the Owner with sixty (60) days from the date of such notice to claim the balance of the Surplus Funds (the "**Redemption Period**"). If the prior Owner fails to claim the balance of the Surplus Funds within the Redemption Period, the City shall, within ninety (90) days from the expiration of the Redemption Period, cause such abandoned Surplus Funds to be sent to New York State in accordance with Section 502 of the New York State Abandon Property Law and Section 66 of the General Construction Law.
- (5) Section 19-51.2 of this Act and this Section 19-51.3 are the exclusive mechanisms for a claimant to claim and receive any applicable surplus funds pursuant to the laws of the City of Syracuse, and other applicable laws.

**SCHEDULE A**

**Tax Act, as amended**

Ordinance No.

2024

**ORDINANCE AMENDING ORDINANCE  
NO. 396-2023 AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF PROCESS SERVING SERVICES  
FOR THE OFFICE OF CORPORATION  
COUNSEL DURING THE FISCAL YEAR  
2023/2024**

BE IT ORDAINED, that Ordinance No. 396-2023 is hereby amended to read as follows:

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of process serving services for the Office of the Corporation Counsel during the fiscal year 2023/2024 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as the Law Department must have professional firms who can act on short notice to serve legal papers in a reliable and timely manner in compliance with State and Federal rules; and

BE IT FURTHER ORDAINED, that the Commissioner of Purchase is hereby authorized to purchase said process serving services from the following vendors at a cost not to exceed \$17,000.00: Aaron Nuzzo; Alliance Risk Group Inc\*; and Metro Attorneys, respectively, charging the cost thereof to the Department of Law Operating Budget Supplies and Expense Account #540552.01.14200 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.

\_\_\_\_\_ = New Material

\* previously read Albany Investigators





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# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

December 14, 2023

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

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

**RE: Amend Annual Waiver Request – Law Department Process Servers**

Dear Ms. McBride:

On behalf of the Department of Law, please prepare legislation for the next scheduled Common Council meeting to amend Ordinance #396-2023 authorizing the purchase without advertising or competitive bidding of process serving services for the Office of the Corporation Counsel during Fiscal Year 2023/2024 from the following process servers:

- Aaron Nuzzo
- Albany Investigators is now Alliance Risk Group Inc.
- Metro Attorneys

It is requested that a total of \$17,000 be authorized for use by the Corporation Counsel to pay the above referenced vendors for services on an as needed basis.

All costs will be charged to Department of Law Operating Supplies and Expense Budget Account #540552.01.14200.

We are just amending the Ordinance to change the name of the Albany Investigators to Alliance Risk Group Inc. with all else remaining the same.

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



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

**Corporation Counsel**  
Susan R. Katzoff

December 14, 2023

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

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

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

**Re: Request for Legislation**

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

Dear Mr. Rudd:

I am requesting an amendment to previous legislation (Ordinance #396-2023) authorizing the purchase without advertising or competitive bidding of process serving services for the Office of the Corporation Counsel during Fiscal Year 2023/2024 from the following process servers:

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

- Aaron Nuzzo
- Albany Investigators is now Alliance Risk Group Inc.
- Metro Attorneys

It is requested that a total of \$17,000 be authorized for use by the Corporation Counsel to pay the above referenced vendors for services on an as needed basis.

All costs will be charged to the Department of Law Operating Supplies and Expense Budget Account #540552.01.14200.

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

**We are just amending the Ordinance to change the name of the Albany Investigators to Alliance Risk Group Inc. with all else remaining the same.**

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

Thank you for your assistance in this matter.

Sincerely,



Joseph W. Barry III  
First Assistant Corporation Counsel

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

Ordinance No.

2024

**ORDINANCE AUTHORIZING TRANSFER OF  
FUNDS WITHIN THE FISCAL YEAR 2023/2024  
BUDGET PER THE ATTACHED SCHEDULE**

BE IT ORDAINED, that this Common Council hereby authorizes the following transfer of funds for use by various departments in accordance with the attached Schedule "A", in the manner provided by law.

**SCHEDULE "A"**

**TRANSFER FROM:**

<b>Account #</b>	<b>General Fund</b>	<b>Transfer Amount</b>	<b>FY 23/24 Budget as authorized</b>	<b>FY 23/24 Budget as amended</b>
90600.01.590601	Medical Insurance	\$108,274.80	\$47,952,680	\$47,844,405.20

**TRANSFER TO:**

<b>Account #</b>	<b>General Fund</b>	<b>Transfer Amount</b>	<b>FY23/24 Budget as authorized</b>	<b>FY 23/24 Budget as amended</b>
16800.01.540530	IT- Factual + Information	\$108,274.80	\$2,000,000	\$2,108,274.80



# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

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December 12, 2023

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

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

**Re: Request for Legislation – 2023/2024 Fiscal Year Budget Transfers**

Dear Ms. McBride:

Please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing the following transfer of funds within the FYE June 30, 2024 City Budget. The transfer will allow for Document Management Software to be used in the Law Department (\$85,000) and for Kronos clocks for the Payroll System (\$23,274.80).

<u>Account Number</u>	<u>General Fund</u>	<u>Budget Transfer</u>	<u>Budget 2023/2024</u>	<u>Budget as Amended</u>
Transfer from:				
90600.01.590601	Medical Insurance	\$108,274.80	\$47,952,680	\$47,844,405.20
Transfer to:				
16800.01.540530	IT – Factual & Informational	\$108,274.80	\$2,000,000	\$2,108,274.80

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)

Thank you.

Sincerely,

Timothy Rudd  
Director of Management and Budget

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A

Ordinance No.

2024

**ORDINANCE AUTHORIZING A CONTRACT WITH IMANAGE RELATIVE TO PROVIDING IMPLEMENTATION SERVICES AND A SUBSCRIPTION FOR THEIR IMANAGE CLOUD SOFTWARE TO BE USED BY THE CITY LAW DEPARTMENT TO ORGANIZE AND MANAGE LITIGATION CASE DOCUMENTS**

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 iManage . under the following terms:

- (1) iManage shall provide all required services for the implementation of their iManage cloud software that is to be used by the City Law Department to organize and manage litigation case and other legal documents and provide the necessary subscriptions for the Law Department to utilize the software; and
- (2) The City shall pay to iManage a total amount not to exceed \$85,000, which shall include the costs for the implementation services and the subscription costs;

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 Capital Account #540530.01.16800 or another appropriate account as designated by the Commissioner of Finance.



A

# OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

November 17, 2023

**Timothy M. Rudd**  
Director

**Julie Castellitto**  
Assistant Director

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

Re: Request to Legislation

Dear Ms. McBride,

On behalf of the Office of Accountability, Performance, & Innovation, please prepare legislation to be introduced at the next scheduled Common Council Meeting requesting a waiver of the RFP process and to enter into an agreement with iManage for the implementation and subscription of the iManage Cloud product. This software solution will serve as the foundational system for organizing, managing, and accessing our growing volume of legal cases. As it stands, our law department lacks a centralized and cohesive system. iManage will address this shortfall. Given the department's increasing caseload and the complexities associated with each case, having a unified system is essential.

The total cost for this item is not to exceed \$85,000 and a budget transfer is required to fund this. Expenditures will be charged to account #540530.01.16800 or any other account determined by the Commissioner of Finance. This agreement will be for three years commencing on the date the ordinance is signed by the Mayor.

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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# 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:** December 15, 2023  
**SUBJECT:** Waiver of RFP Process & Agreement – iManage

**Julie Castellitto**  
Assistant Director

On behalf of the Office of Accountability, Performance, & Innovation, I am requesting a waiver of the RFP process and to enter into an agreement with iManage for the implementation and subscription of the iManage Cloud product. This software solution will serve as the foundational system for organizing, managing, and accessing our growing volume of legal cases. As it stands, our law department lacks a centralized and cohesive system. iManage will address this shortfall. Given the department's increasing caseload and the complexities associated with each case, having a unified system is essential.

The total cost for this item is not to exceed \$85,000 and a budget transfer is required to fund this. Expenditures will be charged to account #540530.01.16800 or any other account determined by the Commissioner of Finance. This agreement will be for three years commencing on the date the ordinance is signed by the Mayor.

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

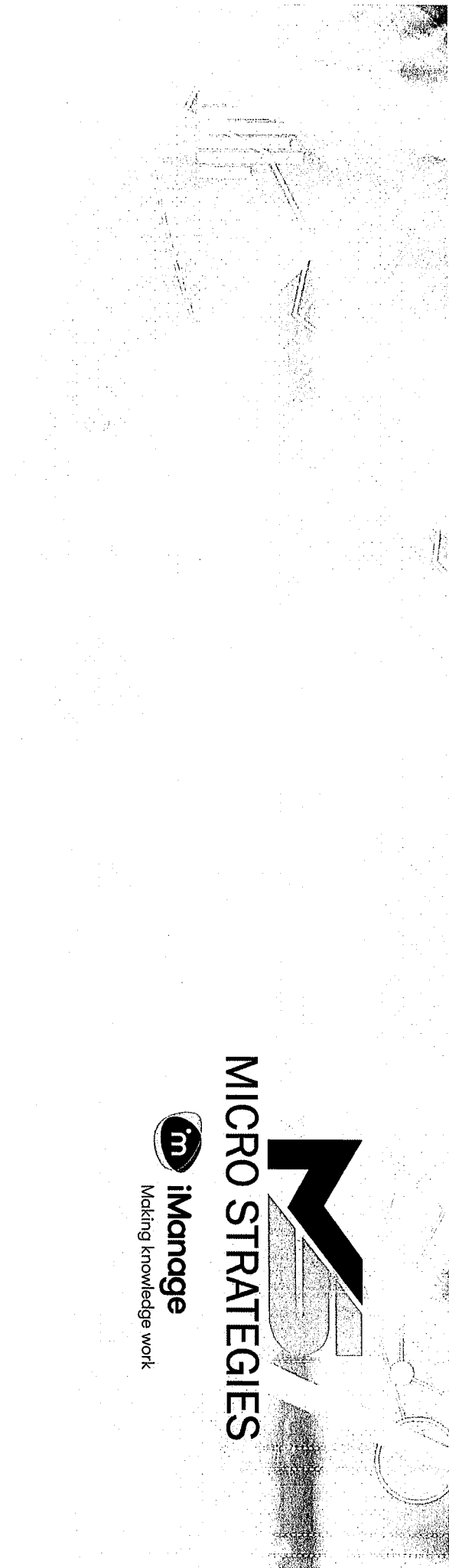
12/18/2023  
Date

Office of Management  
and Budget  
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Room 213  
Syracuse, N.Y. 13202

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Fax 315 448-8116

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MICRO STRATEGIES



# iManage Cloud Work10 Implementation Project Proposal

Presented to:



V1.9/11/23

Technology  
Solutions.  
Business  
Results.

# iManage Implementation – No Migration – 35 Users

Category	Tasks	Category	Tasks
Project Management	<ul style="list-style-type: none"> <li>Weekly Status Meetings (12 - 1/2 hr. Meetings x 2 Resources)*</li> <li>Project Plan Updates / Budget Tracking</li> <li>Fill out all required Paperwork for Cloud</li> </ul>	Image/Workstation Package Preparation	<ul style="list-style-type: none"> <li>Prepare Silent Migration/Upgrade Package for Workstations (Assumes client will distribute software to workstations)</li> </ul>
Project Preparation	<ul style="list-style-type: none"> <li>Database Prep</li> <li>Document Repository Prep</li> <li>WorkSite Server Prep</li> <li>Exchange Configuration</li> <li>Complete iManage Questionnaire</li> <li>Conduct Design/Requirements Workshops</li> <li>Determine Meta data design requirements</li> <li>Determine groups, roles and security policy requirements</li> <li>Determine dialog box design requirements</li> <li>Create screen prototypes</li> <li>Deliver Functional Requirements Document</li> </ul>	Threat Manager	<ul style="list-style-type: none"> <li>Configure Threat Manager</li> <li>Admin Training on Threat Manager</li> <li>Configure iManage Tracker</li> </ul>
Cloud Procurement Process	<ul style="list-style-type: none"> <li>Exchange Configuration</li> <li>Complete iManage Questionnaire</li> <li>Conduct Design/Requirements Workshops</li> <li>Determine Meta data design requirements</li> <li>Determine groups, roles and security policy requirements</li> <li>Determine dialog box design requirements</li> <li>Create screen prototypes</li> <li>Deliver Functional Requirements Document</li> </ul>	iManage Tracker	<ul style="list-style-type: none"> <li>Configure Client/Matter Import Process</li> <li>Configure Workspace Generation Process</li> <li>Setup XML Configuration</li> <li>Create Workspace Templates</li> <li>Generate Workspaces</li> </ul>
Education/Design Workshops	<ul style="list-style-type: none"> <li>Determine groups, roles and security policy requirements</li> <li>Determine dialog box design requirements</li> <li>Create screen prototypes</li> <li>Deliver Functional Requirements Document</li> </ul>	Automated Task Configuration Group Policies Customizations	<ul style="list-style-type: none"> <li>Configure Workspace Generation Process</li> <li>Setup XML Configuration</li> <li>Create Workspace Templates</li> <li>Generate Workspaces</li> </ul>
SAML Configuration	<ul style="list-style-type: none"> <li>Integrate Azure to work with iManage cloud for Authentication</li> <li>Test E-Mail Management Functionality</li> <li>Install Work 10 for Desktop</li> <li>Install iManage Share</li> <li>Install Drive</li> </ul>	Training Preparation	<ul style="list-style-type: none"> <li>Training Material Preparation</li> </ul>
Pilot Testing	<ul style="list-style-type: none"> <li>Configure Dialog Boxes</li> <li>Add Metadata/Users/Groups to tables</li> </ul>	On-Site Classroom Training	<ul style="list-style-type: none"> <li>35 Students</li> <li>(2) 2hr. classes / day (Work 10/Tracker)</li> <li>(2) 1hr. Classes/day (Share/Drive)</li> <li>(15) Students / class</li> <li>(1) Admin Training</li> <li>(2) - 2 hr Follow up Q&amp;A classes</li> <li>Assist trained users</li> <li>(1) Engineer</li> </ul>
Database Customizations	<ul style="list-style-type: none"> <li>Configure Dialog Boxes</li> <li>Add Metadata/Users/Groups to tables</li> </ul>	Floor Support	

• Platform Implementation: \$36,500

**Fixed Price Project Total: \$36,500**

# iManage Implementation - No Migration – 40 Users

Category	Tasks	Category	Tasks
Project Management	<ul style="list-style-type: none"> <li>Weekly Status Meetings (12 - 1/2 hr. Meetings x 2 Resources)*</li> <li>Project Plan Updates / Budget Tracking</li> <li>Fill out all required Paperwork for Cloud</li> </ul>	Image/Workstation Package Preparation	<ul style="list-style-type: none"> <li>Prepare Silent Migration/Upgrade Package for Workstations (Assumes client will distribute software to workstations)</li> </ul>
Project Preparation	<ul style="list-style-type: none"> <li>Database Prep</li> <li>Document Repository Prep</li> <li>WorkSite Server Prep</li> <li>Exchange Configuration</li> <li>Complete iManage</li> <li>Questionnaire</li> <li>Conduct Design/Requirements Workshops</li> <li>Determine Meta data design requirements</li> <li>Determine groups, roles and security policy requirements</li> <li>Determine dialog box design requirements</li> <li>Create screen prototypes</li> <li>Deliver Functional Requirements Document</li> </ul>	Threat Manager	<ul style="list-style-type: none"> <li>Configure Threat Manager</li> <li>Admin Training on Threat Manager</li> <li>Configure iManage Tracker</li> </ul>
Cloud Procurement Process	<ul style="list-style-type: none"> <li>Exchange Configuration</li> <li>Complete iManage</li> <li>Questionnaire</li> <li>Conduct Design/Requirements Workshops</li> <li>Determine Meta data design requirements</li> <li>Determine groups, roles and security policy requirements</li> <li>Determine dialog box design requirements</li> <li>Create screen prototypes</li> <li>Deliver Functional Requirements Document</li> </ul>	iManage Tracker	<ul style="list-style-type: none"> <li>Configure Client/Matter Import Process</li> <li>Configure Workspace Generation Process</li> <li>Setup XML Configuration</li> <li>Create Workspace Templates</li> <li>Generate Workspaces</li> </ul>
Education/Design Workshops	<ul style="list-style-type: none"> <li>Integrate Azure to work with iManage cloud for Authentication</li> <li>Test E-Mail Management Functionality</li> <li>Install Work 10 for Desktop</li> <li>Install iManage Share</li> <li>Install Drive</li> </ul>	Automated Task Configuration Group Policies Customizations	<ul style="list-style-type: none"> <li>Training Material Preparation</li> <li>40 Students</li> <li>(3) 2hr. classes / day (Work 10/Tracker)</li> <li>(3) 1hr. Classes/day (Share/Drive)</li> <li>(15) Students / class</li> <li>(1) Admin Training</li> <li>(3) - 2 hr Follow up Q&amp;A classes</li> <li>Assist trained users</li> <li>(1) Engineer</li> </ul>
SAML Configuration	<ul style="list-style-type: none"> <li>Configure Dialog Boxes</li> <li>Add Metadata/Users/Groups to tables</li> </ul>	Training Preparation	
Pilot Testing		On-Site Classroom Training	
Database Customizations		Floor Support	

• Platform Implementation: \$38,325

**Fixed Price Project Total: \$38,325**

# Additional Considerations

## Managed Services:

When required, MSI's Managed Services Practice can provide 24x7 support for the iManage application, infrastructure (on premise or Cloud) and/or User Help Desk for our customers. This requirement can be found in law firms and companies that do not wish to hire a specific resource to support the application or the dispersed user population. Since iManage can be used from anywhere on any device, support off hours and from any location is many times a critical requirement. This service can be discussed at this time, or after the implementation, if there is interest.

## Integrated Workflow:

While not part of this implementation, Micro Strategies has integrated BPM/Workflow into the iManage DMS through their Rest APIs. Corporate Legal, who is at the center of important transaction, collaboration and business processes, can utilize the integrated workflows to streamline the organization and improve efficiency. These processes can be Contracts Management, Approval Processes, HR Onboarding, NDAs/Agreements, etc. A sample video of the integration for contracts management can be found at <https://info.microstrat.com/imanage-workflow> and a direct integration with the Work 10 interface can be found at <https://microstrat.com/resources/insights-events/video/imanage-work10-workflow/>. This may be a consideration after completion of this project.

## DocuSign Integration:

Once iManage is implemented, maximize your iManage investment by implementing this DocuSign integration that can be added as a Phase 2 add-on. Using DocuSign within the iManage platform offers an efficient, streamlined workflow to your business process when your contracts are due for eSignature. Never leave the Work 10 interface when sending your documents for signature. A quick demo can be found here:

[Electronic Signatures with iManage Work 10 & DocuSign | Micro Strategies Inc](#)

# Additional Considerations

## Document Comparison and Protection:

When working with law firms/corporate legal, many of the organizations have document comparison and protect (metadata cleansing) software, such as Litera/Workshare. If you currently own licensing for these capabilities, MSI would be able to manage the re-integration of those products as part of the implementation. If this is not the case, but need to address these requirements, MSI is Litera/Workshare's top US partner and can provide a general overview of the Compare and Protect product sets for the Corporate Legal group. Implementation of these products could be part of the project along with being included in the training.

## Litera Workshare Compare (Desktop and Server/Cloud versions):

Law firms and corporate legal groups can compare documents either generated internally or when collaborating with external parties (such as Contracts). There is a close integration with iManage Work 10 and Outlook. More information can be found at

<https://www.litera.com/products/legal/workshare-compare/>

## Litera Metadact (Desktop and Server/Cloud versions):

Litera Metadact is a metadata management solution that automatically identifies hidden data and cleans it from files, helping to protect against loss of reputation, financial risk, data leakage, and possible malpractice due to inadvertent disclosure. An overview of the software is found at

<https://www.litera.com/products/legal/metadact/>

# OUR PRACTICES

## BUSINESS PROCESS & CONTENT SERVICES

Beyond capturing and storing content, we provide solutions that integrate with critical business applications so our clients can manage their information through its lifecycle, quickly and easily access or share it and monitor and report on activity all while meeting governance and security requirements.

We partner with our clients to optimize their business processes, provide insight into their organization's information, improve productivity and minimize risk.

- Contract & deal management
- Legal solutions
- Financial services solutions
- Legacy content migration
- Lease document management

## DATA & ANALYTICS

We provide clients with the skills and resources to navigate their analytics journey. We simplify the complex with solutions that combine business acumen with technology to transform decision making by translating data into actionable intelligence.

We help make sense of the data, visualize it in useful ways and drive outcomes through various artificial intelligence approaches; outcomes that improve customer engagement, optimize operations, maximize investments and drive business growth and innovation.

- Data management
- Data visualization
- Advanced analytics



## HYBRID IT

Our solutions ensure that our clients' infrastructure keeps pace with their business. We help them make smart, data-driven decisions regarding technology investments and workload placement to transform their business and stay competitive.

From automating processes for greater efficiencies to helping launch new capabilities that allow them to quickly and seamlessly scale resources, we partner with them to increase business agility, reduce complexity and drive positive business outcomes.

- Hybrid cloud
- Intelligent data strategy
- Hybrid business continuity
- Cloud client computing

## SECURITY

Cyber security is no longer simply a technology issue - it is now a business concern. To protect against increasingly sophisticated security threats, IT investments and business objectives must align around an organization's approach to threat detection, mitigation and remediation.

We offer solutions that detect and respond to threats faster while preventing others completely. We partner with our clients leveraging their data and our expertise, to understand their environment and determine how to align security measures with their business. By providing governance, detection and recovery capabilities that protect their business and minimize risk, we enable them to confidently focus on using their data to drive results.

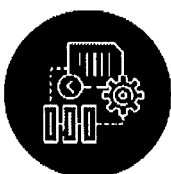
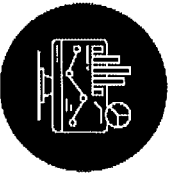
- Cyber security/infrastructure defense
- CISD advisory services
- Incident detection & response



## MANAGED SERVICES

Our experts don't just recommend and implement solutions - they can manage them too. We can provide 24/7 support to ensure your technology runs optimally so your employees stay focused on delivering business value.

- Managed infrastructure services
- Security operations
- Digital workplace
- Call recording & quality assurance





Thank you for your interest in

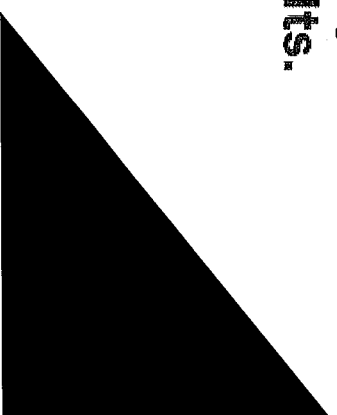
**MS** **MICRO STRATEGIES**  
**Technology Solutions. Business Results.**

Operational excellence through partnership



IMANAGE 2022 PARTNER AWARD  
PARTNER OF THE YEAR - S-CORP  
NORTH AMERICA PARTNER

*Micro Strategies has been an iManage partner since 1997  
and has been recognized as North American iManage Partner of the year 2022*



Ordinance No.

2024

**ORDINANCE AUTHORIZING A CONTRACT WITH BERGMANN ASSOCIATES, D.P.C. RELATIVE TO PROVIDING SERVICES FOR THE DETAILED DESIGN PHASE OF THE N,S,E,W CORRIDORS IMPROVEMENT PROJECT, PHASE 2, PIN NO. 3757.80**

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 Bergmann Associates, D.P.C. under the following terms:

- (1) Bergmann Associates, D.P.C. shall provide all required services for the detailed design phase of the N,S,E,W Corridors Improvement Project, Phase 2, PIN No. 3757.80; and
- (2) The City shall pay to Bergmann Associates, D.P.C an amount not to exceed \$218,117.00 for all services to be provided to be paid on a time-and-expense basis for all services 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 Capital Account #599807.07.80405.700375780 or another appropriate account as designated by the Commissioner of Finance.





# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

15

8 December 2023

**Mary E. Robison, PE**  
City Engineer

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

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

**Request to Authorize a Consultant Agreement with Bergmann Associates. for the Detailed Design Service Fee for the N, S, E, W Corridors Interconnect Project, Phase 2. PIN 3757.80.**

Dear Ms. McBride:

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

An Ordinance authorizing an Agreement with Bergmann Associates for an amount not to exceed \$218,117.00 to be paid on a time and expense basis for all services required to produce detailed design plans for the N, S, E, W Corridors Interconnect Project, Phase 2. PIN 3757.80.

This project is being funded 80% with federal funds, and 20% with existing local capital account funds previously authorized by Ordinance No. 172 of 2023. Costs will be charged to Capital Account No. 599807.07.80405.700375780.

The selection of the consultant was completed following the federal and state procedures for professional services and in accordance with the City's RFQ procedures. The RFQ Committee made the recommendation of Bergmann Associates to the Mayor, and the Mayor approved the selection of Bergmann Associates. Per the attached memorandum, the Mayor further approved the not-to-exceed fee.

Please note the selection and preliminary design phase was progressed under PIN 3754.79; however, due to limitations in available construction funds the project was split during the detailed design phase, and certain corridors were not advanced beyond advance plan stage. Additional design and construction funds were secured through the Federal Aid Process (TIP) and the remaining corridors uncompleted under PIN 3754.79, are now being advanced under PIN 3757.80, from detailed design through construction. NYSDOT has agreed that the selection of Bergmann Associated from PIN 3754.79 can be retained, and their use of services on PIN 3757.80 is consistent with the Federal Aid Design Process.

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

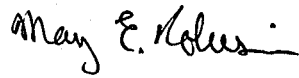
[www.syr.gov.net](http://www.syr.gov.net)

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

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Very Truly Yours,

A handwritten signature in black ink that reads "Mary E. Robison". The signature is written in a cursive style with a long horizontal flourish at the end.

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



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Robison, PE**  
City Engineer

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

**TO:** Ben Walsh, Mayor

**ATTN:** Tim Rudd, Budget Director, Office of Management and Budget

**FROM:** Mary Robison, P.E., City Engineer

**DATE:** 8 December 2023

**RE:** Memorandum of Approval – Bergmann Associates. Detailed Design Service Fee for the N,S,E,W Corridors Interconnect Project, Phase 2. PIN 3757.80.

You previously approved the selection of Bergmann Associates for the design (scoping, preliminary, detailed) & construction (inspection) phases of the N,S,E,W Corridors Interconnect Project, PIN 3754.79.

However, due to limitations in available construction funds the project was split during the detailed design phase, and certain corridors were not advanced beyond advance plan stage. Additional design & construction funds were secured through the Federal Aid Process (TIP) and the remaining corridors uncompleted under PIN 375479, are now being advanced under PIN 3757.80, from detailed design through construction. NYSDOT has agreed that the selection of Bergmann Associated from PIN 3754.79 can be retained, and their use of services on PIN 3757.80 is consistent with the Federal Aid Design Process.

Therefore, we have now completed negotiations regarding the scope of services and not to exceed fee with Bergmann Associates for the Detailed Design Phase of PIN 3757.80.

We have negotiated an estimated maximum total cost not to exceed \$218,117.00 for Bergmann Associates to complete the Detailed Design of this project as detailed in their scope of services. We will negotiate a fee for Construction Support and services with Bergmann Associates once the detailed design process is complete. This will require amending this agreement at a later date.

Please advise if you approve Bergmann Associates proposed total maximum fee not to exceed \$218,117.00 for the N,S,E,W Corridors Interconnect Project, PIN 3754.79. Upon your approval of the fee, we will present this to the Common Council for its approval.

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

YES  X

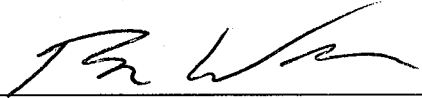
NO \_\_\_\_\_

Comments: \_\_\_\_\_

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

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Signature:



Date:

12/13/23

Please return document to John Kivlehan, Department of Engineering

**ORDINANCE AUTHORIZING THE MAYOR  
 TO APPLY TO THE RECYCLING  
 PARTNERSHIP FOR A RESIDENTIAL  
 CURBSIDE RECYCLING CART GRANT  
 ESTIMATED NOT TO EXCEED \$682,500  
 (\$15.00 PER CART AND \$1.00 PER  
 ELIGIBLE HOUSEHOLD FOR  
 EDUCATION AND OUTREACH  
 PROGRAMS) TO BE USED BY THE  
 DEPARTMENT OF PUBLIC WORKS TO COVER  
 COSTS ASSOCIATED WITH THE PURCHASE  
 OF 96 GALLON RECYCLING CARTS FOR THE  
 CITY’S NEW RECYCLING COLLECTION  
 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 Recycling Partnership for a Residential Curbside Recycling Cart Grant in an amount estimated not to exceed \$682,500 (\$15.00 per cart and \$1.00 per eligible household for education and outreach programs); if awarded said funds will be used to cover a portion of the cost of purchasing 96-gallon recycling carts for the residents of the City of Syracuse as part of the Department of Public Works new recycling collection program, which is estimated not to exceed \$2,957,500, prior to the receipt of grant funding; no local match for the grant is required and any remaining cost for the recycling cart program not covered by grant funding will be funded through the passage of a bond ordinance as part of the project authorization; 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 associated with the grant 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.



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# Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

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

December 8, 2023

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

Dear City Clerk McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to apply for funding and to enter into an agreement with The Recycling Partnership (TRP) for their Residential Curbside Recycling Cart (RCRC) Grant.

The grant money will be used to go towards the purchase of 96-gallon recycling carts for the residents of the City of Syracuse. The total cost of the 96-gallon recycling carts is estimated at \$2,957,500.00. The RCRC Grant would provide \$15/cart and \$1/household for education and outreach programs. This grant does not require local funds match. The estimated total grant amount is approximately \$682,500.

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 AUTHORIZING THE MAYOR TO APPLY TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) FOR A MUNICIPAL WASTE REDUCTION AND RECYCLING (MWRR) GRANT IN AN AMOUNT NOT TO EXCEED \$1,137,500 TO BE USED BY THE DEPARTMENT OF PUBLIC WORKS TO COVER COSTS ASSOCIATED WITH THE PURCHASE OF 96 GALLON RECYCLING CARTS FOR THE CITY'S NEW RECYCLING COLLECTION 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 New York State Department of Environmental Conservation (NYSDEC) for a Municipal Waste Reduction and Recycling (MWRR) Grant in an amount not to exceed \$1,137,500; if awarded said funds will be used to cover fifty percent (50%) of the cost of purchasing 96-gallon recycling carts for the residents of the City of Syracuse as part of the Department of Public Works new recycling collection program, which is estimated not to exceed \$2,275,000 after receipt of other grant funding for the recycling cart program; no local match for the grant is required and any remaining cost for the recycling cart program not covered by grant funding will be funded through the passage of a bond ordinance as part of the project authorization; 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 associated with the grant 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

December 8<sup>th</sup>, 2023

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

Patricia McBride  
City Clerk  
231 City Hall  
Syracuse, NY 13202

Dear Ms. McBride:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse to apply for funding and enter into an agreement with the New York State Department of Environmental Conservation (NYSDEC) Municipal Waste Reduction and Recycling (MWRR) grant.

The grant money will be used to cover 50% of the cost of 96-gallon recycling carts for the residents of the City of Syracuse. The estimated total cost is \$2,275,000.00 with a 50% reimbursable grant provided by the MWRR grant funds in the amount of \$1,137,500.00.

There is no local match required. This project will be bonded for in the 2024/2025 Capital Improvement Plan.

Sincerely,

Janet L. Burke  
Director, Bureau of Research

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

Office 315 448-8020  
Fax 315 448-8008

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