

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(11/04)

REGULAR MEETING – NOVEMBER 4, 2019  
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 – October 21, 2019 – (Adopted 9-0)*
5. *Public Hearing – Relative to Agenda Item #32, “Abandon – A portion of the Tracy Street (400 Block). No one spoke in favor and one (1) person spoke in opposition to the proposal at the Planning Commission Hearing. Erie Place Associates, LLC, Petitioner.” (Public Hearing to be held on Monday, November 18, 2019 at 1:00P.M.)*
6. *Petitions – (none)*
7. *Committee Reports – (Public Works (D.P.W. & Transportation); Education & Human Development)*
8. *Communications – (From Heather Lamendola, Zoning Administrator, a letter regarding the updated procedures for Special Use Permits relative to the proposed ReZone Ordinance; From Onondaga County, a letter advising of their intent to act as lead agency with the acquisition, lease, and renovation of the abandoned former Central Tech High School project; From Jonathan Logan of Northside UP, a letter in support of the designation of 429 North State Street as a local protected site; From Grant Johnson, President of the Preservation Association of New York, a letter in support of the designation of 429 North State Street as a local protected site; From Michael La Flair, Director of Community and Governmental Relations for Housing Visions, a letter in support of the designation of 429 North State Street as a local protected site; From Liz Wierbinski, a letter in support of the designation of 429 North State Street as a local protected site; From Patrick R. Shandorf, a letter in support of the designation of 429 North State Street as a local protected site; From David Haas, a letter in support of the designation of 429 North State Street as a local protected site; From Damian J. Vallelonga on behalf of Echo, a letter in support of the designation of 429 North State Street as a local protected site; From Patrick Driscoll, a letter in support of the designation of 429 North State Street as a local protected site; From the Strathmore Huntley Group, LLC, a letter accepting the terms and conditions of Ordinance No. 571 (09/23/2019); From Isha Mberwa, a letter accepting the terms and conditions of Ordinance No. 641 (10/21/2019).*

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NEW BUSINESS  
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BY PRESIDENT HUDSON:

9. Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2019-2020. **34-R**  
**9-0**

BY COUNCILOR BEY:

10. Agreement - With Environmental Design & Research (EDR) for professional services, on behalf of the Division of City Planning, to facilitate planning and design services associated with the City's Brownfield Opportunity Area (BOA) Project, for the South Salina Street Corridor, a partnership between the City and NYS DOS to expire in January 2020. Total cost not to exceed \$90,000 to be charged to BOA Account #599802.02.205107000, Dept. 0400. The Mayor waived the RFP process. **655**  
**9-0**
11. Agreement - With Environmental Design & Research (EDR) for professional services, on behalf of the Division of City Planning, to facilitate planning and design services associated with the City's Brownfield Opportunity Area (BOA) Project, for the Erie Boulevard Corridor, a partnership between the City and NYS DOS to expire in January 2020. Total cost not to exceed \$90,000 to be charged to BOA Account #599802.02.205106000, Dept. 0400. The Mayor waived the RFP process. **656**  
**9-0**

BY COUNCILOR RUDD:

12. Approve – Judgement – Elijah Johnson v. City of Syracuse et al. Federal Civil Action No.: 5:16-CV-00622 (BKS/ML). Settlement amount of \$35,000 plus interest for damages relative to an alleged violation of his 4<sup>th</sup> Amendment Constitutional Rights, on July 6, 2014, to be charged to Judgement and Claims Account #599302.01.93000. **657**  
**9-0**

BY COUNCILOR GREENE:

13. Authorize - Memorandum of Understanding with Microsoft, Onondaga County, and Syracuse University, to reinforce the role that public and private organizations play in fostering innovation and growth across communities as partners in a shared vision for Syracuse to be distinguished as a regional center of excellence in Artificial Intelligence ("AI"), Internet of Things (IoT), and Machine Learning ("ML") central to Syracuse Surge, for the period of three (3) years, at no cost to the City. **658**  
**9-0**
14. Authorize - Memorandum of Understanding with Syracuse City School District, Syracuse University, Le Moyne College, Allyn Family Foundation, SUNY ESF, Onondaga County, Onondaga Community College, SUNY Educational Opportunity Center, CenterState CEO, The Gifford Foundation, and Manufacturers Association of CNY, to formalize the Surge Executive Committee to provide collective leadership and coordination needed to successfully implement Syracuse Surge, for the period of three (3) years, at no cost to the City. **659**  
**9-0**

- 9-0**

15. Agreement - With C&S Engineers Inc., for Preliminary and Detailed Design Services Fee for the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51, on behalf of the Department of Engineering. Total cost not to exceed \$244,000, to be paid on a time and expense basis. The City will incur all initial costs with subsequent 95% reimbursement from Federal funds and 5% from Capital Account #599807.07.701253000 authorized by Ord. #269-2019.

**660**
  
- 9-0**

16. Agreement - With Barton & Loguidice, D.P.C., for Preliminary Design Services Fee for the West Genesee Street Mill & Pave Project, PIN 3756.24, on behalf of the Department of Engineering. Total cost not to exceed \$272,000, to be paid on a time and expense basis. The City will incur all initial costs with subsequent 80% reimbursement from Federal funds through TIP, 15% from the State Marchiselli Program and 5% from Capital Account #701079000.07.599807.80405.

**661**
  
- 9-0**

17. Amend – Ord. #429 (07/09/2018), “Agreement - With Barton & Loguidice, D.P.C. for the preliminary design service fees of the Downtown Mill & Pave Project PIN 3756.25, which will include South Clinton Street (W. Genesee Street to West Jefferson), South Warren Street (Erie Boulevard East to East Adams Street) and Jefferson Street (South Clinton Street to Montgomery Street), on behalf of the Department of Engineering. The City will incur all initial costs with subsequent 100% reimbursement; Federal (80%) and NY State (20%) through TIP funds. Total cost not to exceed \$165,000.” Amend to add additional Final Design Services for \$294,000. Total cost not to exceed \$459,000 from Capital Account #701071000.07.599807.80405.

**662**
  
- 9-0**

18. Amend – Ord. #640 (07/10/2017), “Appropriate Funds - From the 2017/2018 Unallocated Cash Capital Account #599007.01.99999 in an amount not to exceed \$70,000 for the D.P.W. Facilities Grounds Fencing Project.” Amend to include additional fencing (\$6,240) for Skilled Trades storage areas. Total amount not to exceed \$76,240, charged to Capital Account #599807.07.14905.701068000.

**663**
  
- 9-0**

19. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the Southwest Community Center Kitchen Improvements. Total amount not to exceed \$240,000.

**664**
  
- 9-0**

20. Authorize - The Southwest Community Center Kitchen Improvements Project, on behalf of the Department of Engineering, for miscellaneous improvements to include equipment, lighting, flooring and finish improvements. Funded 100% from a DASNY-SAM grant previously approved by Ord. #375-2017. Total cost not to exceed \$240,000.

**665**
  
- 9-0**

21. Permission – (revocable) To UPSTATE Medical University, the owner of the property at 626 South Salina Street (Sara Loguen Center) to construct, own, operate and maintain two trench drains, one catch basin & associated stormwater piping (52') in the Clinton Street (800 Block) right-of-way. UPSTATE Medical University shall pay a fee (\$2.28) per linear foot per for per 6" pipes @13' and (\$3.04) per linear foot per 8" pipes @39'. (\$148.20) annually.

**666**

22. Agreement – With The Robert Half Company at One Park Place, for 11 monthly parking spaces at \$90 per space per month, at the Fayette Street Parking Garage, for a 3 year term on or about December 1, 2019. The monthly rate and term per permit will be at market rate, as established by the Common Council, plus applicable sale tax. **9-0** 667
23. Amend – Ord. #560 (08/20/2018), “Agreement - With the Syracuse City School District relative to the use of the City of Syracuse D.P.W. Fuel Facility for cars and pick-up trucks for the period of one year, commencing on October 14, 2018, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, including compressed natural gas, plus an additional fee of \$.06 per gallon for maintenance and (5%) administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #549100.01.51320.” Amend to authorize the first of two (2) one-year renewal options. All other terms remain the same. **9-0** 668
24. Amend – Ord. #561 (08/20/2018), “Agreement - With the Syracuse Housing Authority relative to the use of the City of Syracuse D.P.W. Fuel Facility for cars and pick-up trucks for the period of one year, commencing on October 14, 2018, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, plus an additional fee of \$.06 per gallon for maintenance and 5% administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #417120.01.” Amend to authorize the first of two (2) one-year renewal options. All other terms remain the same. **9-0** 669
25. Amend – Ord. #562 (08/20/2018), “Agreement - With Onondaga County relative to the use of the City of Syracuse D.P.W. Fuel Facility for cars and pick-up trucks for the period of one year, commencing on October 14, 2018, with two (2) one-year renewal options, with the approval of the Mayor and the Common Council. Fuel will be charged at the City's cost, including compressed natural gas, plus an additional fee of \$.06 per gallon for maintenance and 5% administrative charge for vehicle key and personnel I.D. numbers, to be deposited in Account #423010.01.” Amend to authorize the first of two (2) one-year renewal options. All other terms remain the same. **9-0** 670
26. Amend - Ord. #660 (10/09/2018), “Agreement - With CNY Centro to purchase white road salt from the Department of Public Works for the 2016/2017 winter season for the period of one year, with four (1) one-year renewal options with the approval of the Mayor and the Common Council. The City received a lower price of \$42.29 per ton for the 2017/2018 season, plus \$5.00 per ton administrative fee, total price of \$47.29 per ton, to be deposited in Account #417120.01” Amend to authorize the third of four (4) one-year renewal options and increase the total price per ton by \$5.54, new total price of \$52.83 per ton.. All other terms remain the same. **9-0** 671
27. Amend - Ord. #661 (10/09/2018), “Agreement - With SUNY Upstate Medical University to purchase white road salt from the Department of Public Works for the 2016/2017 winter season for the period of one year, with four (1) one-year renewal options with the approval of the Mayor and the Common Council. The City received a lower price of \$42.29 per ton for the 2017/2018 season, plus \$5.00 per ton administrative fee, total price of \$47.29 per ton, to be deposited in Account #417120.01”. Amend to authorize the third of four (4) one-year renewal options and increase the total price per ton by \$5.54, new total price of \$52.83 per ton. All other terms remain the same. **9-0** 672



28. Amend - Ord. #662 (10/09/2018), "Amend - Ord. #744 (09/11/2017), "Agreement - With Syracuse Housing Authority to purchase white road salt from the Department of Public Works for the 2016/2017 winter season for the period of one year, with four (1) one-year renewal options with the approval of the Mayor and the Common Council. The City received a lower price of \$42.29 per ton for the 2017/2018 season, plus \$5.00 per ton administrative fee, total price of \$47.29 per ton, to be deposited in Account #417120.01" Amend to authorize the third of (4) one-year renewal options and increase the total price per ton by \$5.54, new total price of \$52.83 per ton. All other terms remain the same. **673**

BY COUNCILOR LOVEJOY-GRINNELL:

29. Authorize - The Syracuse Industrial Development Agency to issue School Facility Revenue Bonds, in an amount not to exceed \$108,000,000 to finance a portion of the costs of the SCSD Reconstruction Project. (Series 2020A Project.) **674**
30. Contract - With Pro-Act, Inc. for Pharmacy Benefits Management Services for the period of one-year effective January 1, 2020, with two (2) one (1) year renewal options with the approval of the Mayor and the Common Council, on behalf of the Office of Personnel and Labor Relations. Total annual estimated cost not to exceed \$7,500,000, charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600. **675**
31. Contract - With CPI-HR for Affordable Care Act ("ACA") consulting & dashboard access services for a one-year period, detailed in Exhibit I. Total cost not to exceed \$19,000 to be charged to Account #590601.01.90600. The Mayor has waived the RFP Process. **676**

BY COUNCILOR ALLEN:

32. Abandon - A portion of the Tracy Street (400 Block). No one spoke in favor and one (1) person spoke in opposition to the proposal at the Planning Commission Hearing. Erie Place Associates, LLC, Petitioner. (Public Hearing to be held on Monday, November 18, 2019 at 1:00P.M.) **H**
33. Designate - Property located at 429 North State Street as a protected site. Five (5) people spoke in favor and one (1) person spoke in opposition to the proposal. The Syracuse Landmark Preservation Board, petitioner. Tina Marcoccia, owner. **H**
34. Special Permit - To approve a Used Motor Vehicle Sales and Light-Duty Motor Vehicle Repair on property located at 608-610 Hiawatha Boulevard East. No one spoke in favor and five (5) people spoke in opposition at the Planning Commission Hearing. There were no waivers. Jamal Alqaraghuli, owner/applicant. **H**
35. Agreement - With Energy Improvement Corporation (EIC) to implement the Energize NY Open C-PACE Financing Program, allowing EIC to make funds available to qualified property owners to fund renewable energy systems and energy efficiency measures on commercial properties, pursuant to Local Law No #8-2019. Draft agreement attached. **677**

- H**

36. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 219 Barrington Road, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5)

**H**
- H**

37. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 303 Brattle Road & Rugby Road, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)

**H**
- H**

38. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1122 Euclid Avenue & Westmoreland Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)

**H**
- H**

39. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1217 Glenwood Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)

**H**
- H**

40. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 507 Hamilton Street, a wood house &  $\frac{3}{4}$  garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)

**H**
- H**

41. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 619 Hamilton Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)

**H**
- H**

42. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 179 Mather Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)

**H**
- H**

43. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 628 Rugby Road, a brick house and garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)

**H**
- H**

44. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1415 Teall Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)

**H**
- H**

45. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 331 Wilson Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)

**H**
- H**

46. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 316 Colvin Street West, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)

**H**
- 9-0**

47. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 313 Glenwood Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)

**678**

- H** 48. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 156 Greenland Drive, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**
- 9-0** 49. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 202 Jamesville Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **679**
- H** 50. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 817 Midland Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **H**
- H** 51. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 134 Oakely Drive, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)* **H**
- H** 52. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 709 Tully Street, a brick house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **H**

Syracuse Common Council  
Adjourned at 1:12 P.M.

Ordinance No.

2019

**ORDINANCE AUTHORIZING A CONTRACT  
WITH ENVIRONMENTAL DESIGN &  
RESEARCH (EDR) FOR PROFESSIONAL  
PLANNING SERVICES RELATIVE TO THE  
BROWNFIELD OPPORTUNITY AREA (BOA)  
PROJECT IN THE SOUTH SALINA STREET  
CORRIDOR**

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

WHEREAS, the Mayor has waived the RFP process and approved the retention of planning & design firm Environmental Design & Research (EDR), under the following terms:

(1) EDR shall provide all required professional planning services for the Brownfield Opportunity Area (BOA) Project in the South Salina Street Corridor.

(2) The scope of the work to be provided by EDR shall include (1) research and analysis of key sites identified within the BOA target areas for the South Salina Street Corridor; (2) performing a comparative analysis of the redevelopment costs and benefits to the community for each property; (3) historical and environmental analysis, (4) topographic surveying; and (5) promotional marketing materials for the sites.

(3) The cost for all services shall not exceed \$90,000.00 and shall be paid on a time and expense method of payment

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 BOA Account #599802.02.205107000.Dept.0400.



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

October 23, 2019

Mr. John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

## RE: LEGISLATION TO WAIVE THE RFP PROCESS

Dear Mr. Copanas:

On behalf of the Division of City Planning, please prepare legislation to be introduced at the next Common Council meeting authorizing a waiver of the RFP process to use the planning and design firm Environmental Design & Research (EDR) for professional services associated with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

- research and analysis of key sites identified within the BOA target areas for the South Salina Street corridor,
- perform a comparative analysis of the redevelopment costs and benefits to the community for each property,
- historical and environmental analysis, in addition to topographic surveying and promotional marketing materials for the sites.

Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510700. Dept.0400.

Thank you.

Sincerely,

Mary E. Vossler  
Director of Management & Budget

MEV/tm

cc: Owen Kerney, Assistant Director, Division of City Planning  
File

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)



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget *MEV*  
DATE: October 23, 2019  
SUBJECT: Agreement with Environmental Design & Research (EDR)

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Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

The Division of City Planning is requesting a waiver of the RFP process to enter into an agreement with Environmental Design & Research (EDR) for professional services associates with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

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Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510700. Dept.0400.

If you agree to waive the RFP process and award to Environmental Design & Research (EDR), please indicate so 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.

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

Office 315 448-8252  
Fax 315 448-8116

www.syr.gov.net

Thank you for your attention regarding this matter.

Mayor Ben Walsh  
City of Syracuse, New York

10/23/19

Date

/tm



# DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

October 17, 2019

**Owen Kerney**  
Assistant Director

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, New York 13202

Re: Mayoral Approval to Waive the RFP Process

Dear Ms. Vossler,

The Division of City Planning requests Mayoral authorization to waive the RFP process to use the planning and design firm Environmental Design & Research (EDR) for professional services associated with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

- research and analysis of key sites identified within the BOA target areas for the South Salina Street corridor,
- perform a comparative analysis of the redevelopment costs and benefits to the community for each property,
- historical and environmental analysis, in addition to topographic surveying and promotional marketing materials for the sites.

Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510700. Dept.0400. Please contact me at 448-8110 or okerney@syr.gov.net with any questions.

**Division of City Planning**  
201 E. Washington St.  
City Hall Commons,  
Room 512  
Syracuse, N.Y. 13202

Office 315 448 8160

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

Sincerely,

Owen Kerney,  
Assistant Director

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING A CONTRACT  
WITH ENVIRONMENTAL DESIGN &  
RESEARCH (EDR) FOR PROFESSIONAL  
PLANNING SERVICES RELATIVE TO THE  
BROWNFIELD OPPORTUNITY AREA (BOA)  
PROJECT IN THE ERIE BOULEVARD  
CORRIDOR**

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

WHEREAS, the Mayor has waived the RFP process and approved the retention of planning & design firm Environmental Design & Research (EDR), under the following terms:

(1) EDR shall provide all required professional planning services for the Brownfield Opportunity Area (BOA) Project in the Erie Boulevard Corridor.

(2) The scope of the work to be provided by EDR shall include (1) research and analysis of key sites identified within the BOA target areas for the Erie Boulevard Corridor; (2) performing a comparative analysis of the redevelopment costs and benefits to the community for each property; (3) historical and environmental analysis, (4) topographic surveying; and (5) promotional marketing materials for the sites.

(3) The cost for all services shall not exceed \$90,000.00 and shall be paid on a time and expense method of payment

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 BOA Account #599802.02.205106000.Dept.0400.





# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

October 23, 2019

Mr. John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

## RE: LEGISLATION TO WAIVE THE RFP PROCESS - BOA PROJECT ERIE BOULEVARD CORRIDOR

Dear Mr. Copanas:

On behalf of the Division of City Planning, please prepare legislation to be introduced at the next Common Council meeting authorizing a waiver of the RFP process to use the planning and design firm Environmental Design & Research (EDR) for professional services associated with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

- research and analysis of key sites identified within the BOA target areas for the Erie Boulevard corridor
- perform a comparative analysis of the redevelopment costs and benefits to the community for each property,
- historical and environmental analysis, in addition to topographic surveying and promotional marketing materials for the sites.

Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510600. Dept.0400.

Thank you.

Sincerely,

Mary E. Vossler  
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)

MEV/tm

cc: Owen Kerney, Assistant Director, Division of City Planning  
File



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget *MEV*  
DATE: October 23, 2019  
SUBJECT: Agreement with Environmental Design & Research (EDR) – BOA Project  
Erie Boulevard Corridor

---

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

The Division of City Planning is requesting a waiver of the RFP process to enter into an agreement with **Environmental Design & Research (EDR)** for professional services associates with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

- research and analysis of key sites identified within the BOA target areas for the Erie Boulevard corridor,
- perform a comparative analysis of the redevelopment costs and benefits to the community for each property,
- historical and environmental analysis, in addition to topographic surveying and promotional marketing materials for the sites.

Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510600. Dept.0400.

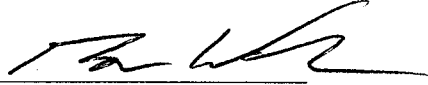
If you agree to waive the RFP process and award to **Environmental Design & Research (EDR)**, please indicate so by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

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 for your attention regarding this matter.

  
Mayor Ben Walsh  
City of Syracuse, New York

10/23/19  
Date

/tm



# DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

October 17, 2019

**Owen Kerney**  
Assistant Director

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, New York 13202

Re: Mayoral Approval to Waive the RFP Process

Dear Ms. Vossler,

The Division of City Planning requests Mayoral authorization to waive the RFP process to use the planning and design firm Environmental Design & Research (EDR) for professional services associated with the City's Brownfield Opportunity Area (BOA) project. The BOA is a partnership between the City and the New York State Department of State (NYS DOS) which is focused on revitalizing vacant and underutilized properties. This request is specifically focused on services to facilitate planning and design services.

The Division of City Planning requests to use the BOA grant to fund EDR's professional planning services. The current grant agreement with NYS DOS ends in January 2020, we wish to use remaining funds to perform this additional work before the expiration of the contract. This scope of work includes:

- research and analysis of key sites identified within the BOA target areas for the Erie Boulevard corridor,
- perform a comparative analysis of the redevelopment costs and benefits to the community for each property,
- historical and environmental analysis, in addition to topographic surveying and promotional marketing materials for the sites.

Considering the limited time remaining I am requesting a waiver of competitive bid so that we may accomplish this work. EDR is located in the City of Syracuse, meets some of the project's MWBE goals, has experience working on City BOA projects in the past, and can complete the scope of work in the time remaining. The cost of this contract will not exceed \$90,000 and will be charged to BOA account 599802.02.20510600. Dept.0400. Please contact me at 448-8110 or okerney@syr.gov.net with any questions.

Sincerely,

Owen Kerney,  
Assistant Director

**Division of City Planning**  
201 E. Washington St.  
City Hall Commons,  
Room 512  
Syracuse, N.Y. 13202

Office 315 448 8160

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2019

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

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

Elijah Johnson v. City of Syracuse et al. 5:16-CV-00622 (BKS/ML)

Settlement Amount - \$35,000 plus Interest

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

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the Judgment and Claims Budget Account #599302.01.93000.



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# DEPARTMENT OF LAW

## OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

October 18, 2019

**Kristen E. Smith**  
Corporation Counsel

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

**Christina F. DeJoseph**  
Senior Assistant  
Corporation Counsel

Catherine E. Carnrike  
Meghan E. Ryan  
Amanda R. Harrington  
John C. Black Jr.  
Kathryn M. Ryan  
Ramona L. Rabeler  
Todd M. Long  
Lee R. Terry  
Sarah A. Lafen  
Daniel C. Bollana  
Leigh A. Lieberman  
Mary L. D'Agostino

John Copanas, City Clerk  
231 City Hall  
Syracuse, New York 13202

**Re: Elijah Johnson v. City of Syracuse et al. 5:16-CV-00622 (BKS/ML)**

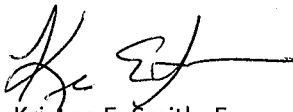
Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to pay a judgment in the amount of \$35,000 plus interest for damages that were awarded to Plaintiff by the Court in the above-referenced federal litigation. This action involved an individual who alleged a violation of his 4<sup>th</sup> amendment constitutional rights stemming from his July 6, 2014 arrest.

The payment will be charged to the Judgment and Claims Account No. account #599302.01.93000.

Thank you for your assistance.

Very truly yours,

  
Kristen E. Smith, Esq.  
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  
Fax 315 448-8381  
Email law@syrgov.net

[www.syrgov.net](http://www.syrgov.net)

Ordinance No.

2019

**ORDINANCE AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SYRACUSE,  
MICROSOFT, ONONDAGA COUNTY, AND  
SYRACUSE UNIVERSITY RELATIVE TO THE  
SYRACUSE SURGE PROJECT**

BE IT ORDAINED, that the Mayor is authorized to execute a Memorandum of Understanding (MOU) between the City, Microsoft, Onondaga County and Syracuse University relative to the Syracuse Surge Project; and

BE IT FURTHER ORDAINED, that this MOU shall be for a three (3) year term effective as of the date the MOU has been fully executed by all parties; and

BE IT FURTHER ORDAINED, that this MOU formalizes the partnership between the City, Microsoft, Onondaga County, and Syracuse University relative to the Syracuse Surge Project. These partners share a vision for Syracuse to be distinguished as a regional center of excellence in Artificial Intelligence, Internet of Things, and Machine Learning that will be central to the Syracuse Surge Project, which aims to enhance safety and security, education and training, job creation, and economic prosperity in Syracuse and the surrounding region; and

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



# OFFICE OF THE MAYOR

MAYOR BEN WALSH

October 23, 2019

Mr. John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

RE: Enter into a Memorandum of Understanding with Microsoft, Onondaga County, and Syracuse University

Dear Clerk Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with Microsoft, Onondaga County, and Syracuse University. This is one of two MOUs that we are seeking to enter related to Surge.

This partnership built between the City, the Syracuse University iSchool, the County of Onondaga, and Microsoft stands to reinforce the role that public and private organizations play in fostering innovation and growth across communities. These partners share a vision for Syracuse to be distinguished as a regional center of excellence in Artificial Intelligence ("AI"), Internet of Things ("IoT"), and Machine Learning ("ML") that will be central to the Syracuse Surge through which we will enhance safety and security, education and training, job creation, and economic prosperity in Syracuse and the surrounding region.

The MOU is for a period of three (3) years. Additional information about the MOU will be presented at the Public Works Smart Cities Committee Meeting scheduled for October 30, 2019.

Sincerely,

Ben Walsh  
Mayor

Office of the Mayor  
233 E. Washington St.  
201 City Hall  
Syracuse, N.Y. 13202

Office 315 448 8005  
Fax 315 448 8067

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

Ordinance No.

2019

**ORDINANCE AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SYRACUSE, THE  
SYRACUSE CITY SCHOOL DISTRICT,  
SYRACUSE UNIVERSITY, LEMOYNE  
COLLEGE, ALLYN FAMILY FOUNDATION,  
SUNY ESF, ONONDAGA COUNTY, ONONDAGA  
COMMUNITY COLLEGE, SUNY  
EDUCATIONAL OPPORTUNITY CENTER,  
CENTERSTATE CEO, THE GIFFORD  
FOUNDATION, AND MANUFACTURERS  
ASSOCIATION OF CNY RELATIVE TO THE  
SYRACUSE SURGE PROJECT**

BE IT ORDAINED, that the Mayor is authorized to execute a Memorandum of Understanding (MOU) between the City, the Syracuse City School District, Syracuse University, LeMoyne College, Allyn Family Foundation, SUNY ESF, Onondaga County, Onondaga Community College, SUNY Educational Opportunity Center, CenterState CEO, the Gifford Foundation, and Manufacturers Association of CNY relative to the Syracuse Surge Project; and

BE IT FURTHER ORDAINED, that this MOU shall be for a three (3) year term effective as of the date the MOU has been fully executed by all parties; and

BE IT FURTHER ORDAINED, that this MOU formalizes the establishment of the Surge Executive Committee consisting of the parties noted above. The Surge Executive Committee's role shall be to provide the collective leadership and coordination needed to successfully implement Syracuse Surge, including aligning strategic initiatives to the goals of Surge, identifying resource gaps, and prioritizing opportunities to establish new partnerships needed to successfully implement the Surge strategy; and



BE IT FURTHER ORDAINED, that there are no financial commitments associated with this MOU; and

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



# OFFICE OF THE MAYOR

MAYOR BEN WALSH

October 23, 2019

Mr. John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

RE: Enter into a Memorandum of Understanding to formalize the Surge Executive Committee

Dear Clerk Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Syracuse City School District, Syracuse University, Le Moyne College, Allyn Family Foundation, SUNY ESF, Onondaga County, Onondaga Community College, SUNY Educational Opportunity Center, CenterState CEO, The Gifford Foundation, and Manufacturers Association of CNY. This is one of two MOUs that we are seeking to enter related to Surge.

This MOU is to formalize the Surge Executive Committee. The Committee's role is to provide the collective leadership and coordination needed to successfully implement Syracuse Surge, including aligning strategic initiatives to the goals of Surge, identifying resource gaps, and prioritizing opportunities to establish new partnerships needed to successfully implement the Surge strategy. There is no financial commitment in the MOU.

The MOU is for a period of three (3) years. Additional information about the MOU will be presented at the Public Works Smart Cities Committee Meeting scheduled for October 30, 2019.

Sincerely,

Ben Walsh  
Mayor

Office of the Mayor  
233 E. Washington St.  
201 City Hall  
Syracuse, N.Y. 13202

Office 315 448 8005  
Fax 315 448 8067

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

Ordinance No.

2019

**ORDINANCE AUTHORIZING CONTRACT  
WITH C&S ENGINEERS RELATIVE TO  
PROVIDING PRELIMINARY AND DETAILED  
DESIGN SERVICES FOR THE EAST BRIGHTON  
AVENUE BRIDGE OVER NYS & W RAILROAD,  
SUPERSTRUCTURE REPLACEMENT PROJECT,  
PIN 3756.51**

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 C&S Engineers, under the following terms:

(1) C&S Engineers shall provide all required preliminary and detailed design services for the East Brighton Avenue Bridge over NYS & W Railroad, Superstructure Replacement Project (PIN No. 3756.51);

(2) The City shall pay to C&S Engineers an amount not to exceed \$244,000.00 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 No. 701253000.07.599807 or another appropriate budget account as designated by the Commissioner of Finance with subsequent reimbursement of 95% of the cost from the Federal government and 5% with existing local capital account funds as previously authorized by Ordinance No. 269-2018.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

15

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

18 October 2019

**John Kivlehan**  
Design & Construction

Mr. John Copanas  
Office of the City Clerk  
231 City Hall

**Kelly Haggerty**  
Public Buildings

Syracuse, New York 13202

**Marc Romano**  
Mapping & Surveying

**Re: Request to Authorize Consultant Agreement with C&S Engineers, Inc. for Preliminary and Detailed Design Service Fee for the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51.**

Dear Mr. Copanas:

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

An Ordinance authorizing an Agreement with C&S Engineers, Inc. for an amount not to exceed \$244,000.00 to be paid on a time and expense basis for all services required to produce preliminary & detailed design plans for the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51.

The preliminary & detailed design phase of the project is being funded 95% with federal funds and 5% with existing local capital account funds previously authorized by ordinance No. 269 of 2019. Costs will be charged to Capital Account No. 599807.07.701253000.

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 C&S Engineers, Inc. to the Mayor, and the Mayor approved of the selection of C&S Engineers, Inc. on April 4<sup>th</sup> 2019. Per the attached memorandum, the Mayor further approved the not-to-exceed fee.

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

Very Truly Yours,

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

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

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

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# 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:** Mary Vossler, Office of Management and Budget *MV*

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

**DATE:** 20 September 2019

**RE:** Memorandum of Approval – C&S Engineers, Inc. Preliminary and Detailed Design Service Fee for the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51.

On 4 April 2019, you approved the selection of C&S Engineers, Inc. for the preliminary & detailed design of the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51. We have now completed the negotiations of the scope of services and fee with C&S Engineers, Inc. for Preliminary & Detail Design.

We have negotiated an estimated maximum total cost not to exceed of \$244,000.00 for C&S Engineers, Inc. to complete the Preliminary & Detailed Design of this project as detailed in their scope of services. We will negotiate a fee for construction inspection services with C&S Engineers, Inc. once the preliminary & detailed design process is complete. This will require amending this agreement at a later date.

Please advise if you approve C&S Engineers, Inc. proposed total maximum fee not to exceed \$244,000.00 for the East Brighton Avenue Bridge over NYS&W Railroad, Superstructure Replacement Project, PIN 3756.51. Upon your approval of the fee, we will present this to the Common Council for its approval.

YES ☒

NO ☐

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

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

Signature: *Ben Walsh*

Date: 9.24.19

Please return document to John Kivlehan, Department of Engineering

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2019

**ORDINANCE AUTHORIZING CONTRACT  
WITH BARTON & LOGUIDICE, D.P.C.  
RELATIVE TO PROVIDING PRELIMINARY  
DESIGN SERVICES FOR THE WEST GENESEE  
STREET MILL & PAVE PROJECT, PIN 3756.24**

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 Barton & Loguidice, D.P.C., under the following terms:

(1) Barton & Loguidice, D.P.C. shall provide all required preliminary design services for the West Genesee Street Mill & Pave Project, PIN 3756.24;

(2) The City shall pay to Barton & Loguidice D.P.C. an amount not to exceed \$272,000.00 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 No. 701079000.07.599807.80405 or another appropriate budget account as designated by the Commissioner of Finance with subsequent reimbursement of 80% of the cost from the Federal government through the Transportation Improvement Program (TIP) 15% from New York State through the Marchiselli Program, with the remaining 5% being local share cost.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

17 October 2019

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

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

Mr. John Copanas  
Office of the City Clerk  
231 City Hall  
Syracuse, New York 13202

**Re: Request to Authorize Consultant Agreement with Barton & Loguidice, D.P.C. for Preliminary Design Services Phases Fee for the West Genesee Street Mill & Pave Project, PIN 3756.24.**

Dear Mr. Copanas:

Please prepare the following legislation for the next meeting of the Syracuse Common Council: An Ordinance authorizing an Agreement with Barton & Loguidice, D.P.C. for an amount not to exceed \$272,000.00 to be paid on a time and expense basis for all services required to produce preliminary design plans for the West Genesee Street Mill & Pave Project, PIN 3756.24.

The City is expected to incur all initial costs for this project, with subsequent 80% reimbursement from the Federal funds through the Transportation Improvement Program (TIP), 15% will be reimbursed by the State (Marchiselli Program), while 5% of the remaining balance will be a local share cost. Costs will be charged to Capital Account No. 701079000.07.599807.80405.

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 Barton & Loguidice, D.P.C. to the Mayor, and the Mayor approved of the selection of Barton & Loguidice, D.P.C. on April 09, 2019. Per the attached memorandum, the Mayor further approved the not-to-exceed fee.

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

Very Truly Yours,

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

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

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# 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: Mary A. Vossler, Budget Director, Office of Management & Budget

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

DATE: October 09, 2019

RE: **MEMORANDUM OF APPROVAL – BARTON & LOGUIDICE, D.P.C.  
PRELIMINARY DESIGN SERVICE FEE FOR WEST GENESEE STREET MILL &  
PAVE PROJECT, PIN 3756.24.**

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On April 09, 2019 you approved the selection of Barton & Loguidice, D.P.C. for the preliminary design of the West Genesee Street Mill & Pave Project, PIN 3756.24. We have now completed the negotiations of the scope of services and fee with Barton & Loguidice, D.P.C. for Preliminary Design.

We have negotiated an estimated maximum total cost not to exceed of \$272,000.00 for Barton & Loguidice, D.P.C. to complete the Preliminary Design of this project as detailed in their scope of services. We will negotiate a fee for final design services with Barton & Loguidice, D.P.C. once the preliminary design process is complete. This will require amending this agreement at a later date (we will also negotiate a fee for construction inspection services once the final design is complete).

Please advise if you approve of Barton & Loguidice, D.P.C. proposed total maximum fee not to exceed \$272,000.00 for the Preliminary Design of the West Genesee Street Mill & Pave Project, PIN 3756.24.

If you approve of Barton & Loguidice, D.P.C. 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

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

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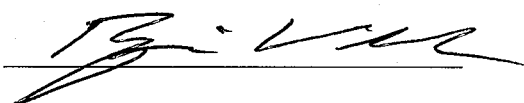
YES ☒

NO ☐

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

\_\_\_\_\_

Signature: \_\_\_\_\_

 Date: 10/21/19

Please return document to Mirza Malkoc, Department of Engineering.

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO.  
429-2018 AUTHORIZING CONTRACT WITH  
BARTON & LOGUIDICE, D.P.C. RELATIVE TO  
PROVIDING PRELIMINARY DESIGN SERVICES  
FOR THE DOWNTOWN MILL & PAVE  
PROJECT, PIN 3756.25**

BE IT ORDAINED, that Ordinance No. 429-2018 is hereby amended to read as follows:

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 Barton & Loguidice, D.P.C., under the following terms:

(1) Barton & Loguidice, D.P.C. shall provide all required preliminary design services and final design services for the Downtown Mill & Pave Project (PIN No. 3756.25), which includes the following streets: S. Clinton St. (W. Genesee St. to W. Jefferson St.), S. Warren St. (Erie Blvd. E. to S. Salina St.), Montgomery St. (Erie Blvd. E. to E. Adams St.) and Jefferson St. (S. Clinton St. to Montgomery St.);

(2) The City shall pay to Barton & Loguidice D.P.C. a total amount not to exceed \$459,000.00\* (\$165,000 for preliminary design services and \$294,000.00 for final design services) 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 amended 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 No. 701071000.07.599807 or another appropriate budget account as designated by the Commissioner of Finance with subsequent reimbursement of 100% of the cost from the Federal government through the Transportation Improvement Program (TIP) (Federal 80%, State 20%) as previously authorized by Ordinance No. 787-2017, as amended by Ordinance No. 362-2019.

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



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

17 October 2019

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

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

Mr. John Copanas  
Office of the City Clerk  
231 City Hall  
Syracuse, New York 13202

**Re: Request for Legislation: Ordinance amending Original Ordinance No. 429-2018 Authorizing Consultant Agreement with Barton & Loguidice, D.P.C. for Preliminary Design Services Phases Fee for the Downtown Mill & Pave Project, PIN 3756.25. Amend to provide Final Design Services.**

Dear Mr. Copanas:

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

An Ordinance amending Original Ordinance No. 429-2018 to include additional costs in the amount of \$294,000.00 with Barton & Loguidice, D.P.C. to provide final design services, resulting in a total fee not to exceed of \$459,000.00 (the previous agreement amount was for a total fee not to exceed of \$165,000.00 and we are adding \$294,000.00 for this phase). The total amount not to exceed \$459,000.00 will be paid on a time and expense basis for all services required to produce final design plans for the Downtown Mill & Pave Project, PIN 3756.25.

The following streets are included in this project: S. Clinton St. (W. Genesee St. to W. Jefferson St.), S. Warren St. (Erie Blvd. E. to S. Salina St.), Montgomery St. (Erie Blvd. E. to E. Adams St.) and Jefferson St. (S. Clinton St. to Montgomery St.). The City is expected to incur all initial costs for this project; with subsequent 100% reimbursement from the Federal government through the Transportation Improvement Program (Federal 80%, State 20%) previously authorized by ordinance #362 of 2019. Costs will be charged to Capital Account No. 701071000.07.599807.80405.

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 Barton & Loguidice, D.P.C. to the Mayor, and the Mayor approved of the selection of Barton & Loguidice, D.P.C. on March 09, 2018. Per the attached memorandum, the Mayor further approved the not-to-exceed fee.

**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)

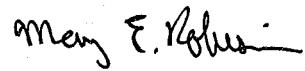
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Please let me know if you have any questions related to this request.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Mary E. Robison". The signature is fluid and cursive, with a horizontal line extending from 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: Mary A. Vossler, Budget Director, Office of Management & Budget

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

DATE: October 09, 2019

RE: **MEMORANDUM OF APPROVAL – BARTON & LOGUIDICE, D.P.C.  
FINAL DESIGN SERVICE FEE FOR DOWNTOWN MILL & PAVE PROJECT,  
PIN 3756.25.**

---

On March 09, 2018 you approved the selection of Barton & Loguidice, D.P.C. for the preliminary design of the Downtown Mill & Pave Project, PIN 3756.25 for a not to exceed fee of \$165,000.00. We have now completed the negotiations of the scope of services and fee with Barton & Loguidice, D.P.C. for Final Design.

We have negotiated an estimated maximum total cost not to exceed of \$294,000.00 for Barton & Loguidice, D.P.C. to complete the Final Design of this project as detailed in their scope of services. We will negotiate a fee for Construction Inspection & Support services with Barton & Loguidice, D.P.C. once the final design process is complete. This will require amending this agreement at a later date.

Please advise if you approve of Barton & Loguidice, D.P.C. proposed total maximum fee not to exceed \$294,000.00 for the Final Design of the Downtown Mill & Pave Project, PIN 3756.25 (Total not to exceed for all phases = \$459,000.00).

If you approve of Barton & Loguidice, D.P.C. 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

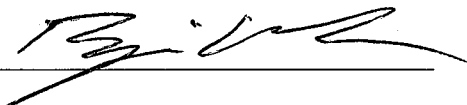
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YES ☒ NO ☐

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

\_\_\_\_\_

Signature:  Date: 10/21/19

Please return document to Mirza Malkoc, Department of Engineering.

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO.  
640-2017 APPROPRIATING FUNDS FOR THE  
DEPARTMENT OF PUBLIC WORKS FOR THE  
2017/2018 DPW FACILITIES GROUND FENCING**

BE IT ORDAINED, that Ordinance No. 640-2017 is hereby amended to read as follows:

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$70,000.00 from Unallocated Cash Capital Account #599007.01.99999 to an account to be determined by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized to replace the existing damaged fencing along the DPW Facility from behind the Asphalt Plant down around the Salt Barn and up through the Fuel Island to the mulch pit for the Department of Public Works, in the manner provided by law; and

BE IT FURTHER ORDAINED, that the remainder of the Cash Capital funds in DPW Capital Account #599807.07.14905.701068000 in the amount of \$6,240.00 are hereby authorized to be utilized to include additional fencing to expand Skilled Trades secured storage yard at the Spencer Street Complex and to complete a fenced in area storing the new decorative street light poles that have been purchased and are currently awaiting installation.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 1, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mr. John Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**RE: Amend Ordinance #640-17 for the 2017/2018 DPW Facilities Ground Fencing**

Dear Mr. Copanas:

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

- Amend Ordinance # 640-17 for the Department of Public Works Facilities Ground Fencing. This ordinance covers replacing the existing damaged fencing along the DPW Facility from behind the Asphalt Plant, down around the Salt Barn and up through the Fuel Island. Amend to include additional fencing to expand Skilled Trades secured storage yard at the Spencer St Complex, in the amount of \$6,240 of the balance in capital account.
- Expenses to be charged to DPW capital account 599807 07 14905 701068000.

These funds that were appropriated for the DPW Facilities Ground Fencing are also needed to complete a fenced in area storing the new decorative street light poles that were purchased and are waiting installation.

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

Office 315 448-2489  
Fax 315 448-8531

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

Very truly yours,  
*Jeremy Robinson*  
Jeremy Robinson  
Commissioner of Public Works  
Jr/li

Cc: Lori Iauco, Fiscal Officer  
Rebecca Klossner, Planner  
Robin Macri, Secretary to the Commissioner, DPW



Ordinance No.

2019

**BOND ORDINANCE OF THE CITY OF  
SYRACUSE AUTHORIZING THE ISSUANCE  
AND SALE OF BONDS IN THE AMOUNT OF  
TWO HUNDRED FORTY THOUSAND DOLLARS  
(\$240,000.00) TO DEFRAY THE COST AND  
EXPENSE OF THE SOUTHWEST COMMUNITY  
CENTER KITCHEN IMPROVEMENTS PROJECT**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Southwest Community Center Kitchen Improvements Project at an estimated maximum cost not to exceed Two Hundred Forty Thousand Dollars (\$240,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Hundred Forty Thousand Dollars (\$240,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Hundred Forty Thousand Dollars (\$240,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 35 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York

a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's General Fund. It is intended that the City shall then reimburse expenditures from the General Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended

to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

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

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2019

**ORDINANCE AUTHORIZING THE  
ENGINEERING SERVICES AND  
CONSTRUCTION NEEDED FOR THE  
RENOVATION OF THE SOUTHWEST  
COMMUNITY CENTER KITCHEN**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the renovation of the Southwest Community Center Kitchen at a total cost not to exceed \$240,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$240,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

19-20

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

18 October 2019

**John Kivlehan**  
Design & Construction

Mr. John Copanas  
City Clerk  
233 East Washington Street, Room 231  
Syracuse, NY 13202

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

**Re: Ordinance Authorizing the Department of Engineering to Proceed with Project Authorization and Bonding for the Southwest Community Center Kitchen Improvements at a cost not to exceed \$240,000.00**

Dear Mr. Copanas:

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

- Ordinance to authorize the sale and issuance of bonds to defray the cost and expense of the Southwest Community Center Kitchen Improvements at a cost not to exceed \$240,000.00.
- Ordinance authorizing the Department of Engineering to proceed with the Southwest Community Kitchen Improvements at a cost not to exceed \$240,000.00.

This Southwest Community Center Kitchen Improvements project involves miscellaneous improvements including equipment, lighting, flooring and finish improvements. This project will be funded 100% from a grant from the New York State Dormitory Authority through the State and Municipal Facilities Program which was approved by Ordinance No. 375 of 2017.

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

Very Truly Yours,

Mary E. Robison, P.E.  
City Engineer

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

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

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	03/22/19	Department:	ENGINEERING
Project Name:	Southwest Community Center Kitchen Improvements		
Project Cost:	\$240,000.00		
Contact Name:	Mary E Robison, PE		
Project Description:	This Southwest Community Center Kitchen Improvements project involves miscellaneous improvements including equipment, lighting, flooring and finish improvements.		

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

Estimated Start Date: Spring 2020 Estimated Completion Date: Fall 2020

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify) DASNY - SAM	\$240,000.00
Federal Aid/Grant (identify) TIP Funding Reimbursement	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$ \$ 240,000.00	

**Estimated Project Borrowing Timeline**

Year	Fiscal Year	Estimated Amount to Borrow
1	2019	\$ 240,000.00
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 240,000.00

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes ☒ No ☐ Reason("No"):  
2018/2019

Director of Administration: [Signature]  
Director of Management & Budget: [Signature]  
Commissioner of Finance: [Signature]

Date: 21 OCT 2019  
Date: 10-18-19  
Date: 10-21-19

**ORDINANCE GRANTING A REVOCABLE  
PERMISSION TO UPSTATE MEDICAL  
UNIVERSITY TO CONSTRUCT, OWN,  
OPERATE AND MAINTAIN TWO (2) TRENCH  
DRAINS, ONE (1) CATCH BASIN AND  
ASSOCIATED STORMWATER PIPING  
(52') WITHIN THE CLINTON STREET (800  
BLOCK) RIGHT-OF-WAY**

WHEREAS, Upstate Medical University, the owner of the property at 626 South Salina Street (Sara Loguen Center), has requested a revocable permission to construct, own, operate and maintain two (2) trench drains, one (1) catch basin and associated stormwater piping (52') in the Clinton Street (800 Block) right-of-way (R.O.W.) that are necessary to service the rear of their property; and

WHEREAS, the Department of Engineering has reviewed, coordinated with other City departments and is of the opinion that the installation of the facilities described in the plans and specifications on file at the Department of Engineering, will not interfere with the public use of the streets; NOW, THEREFORE,

BE IT ORDAINED, upon the recommendation of the Department of Engineering that this Common Council grants permission to Upstate Medical University to construct, operate, and maintain the above described stormwater facilities in and along the aforementioned R.O.W. as shown on the drawings and specifications as forwarded to the Department of Engineering, subject to the following conditions as permitted by law:

1. Upstate Medical University (the "Owner") shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, the Commissioner of Public Works, and the Commissioner of Water, the stormwater facility installations (the "Work") which are the subjects of this action.



2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCAD and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** UPSTATE Medical University is to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within thirty (30) days after the Department of Public Works has determined that the project is complete. If this information is not received, the Owner will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. Traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. Subject to the availability of lawful appropriations (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, UPSTATE Medical University will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of Upstate or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks and the installation of new granite curbing must be in accordance with all City of Syracuse standards. The proposed curb grade installation shall be submitted to the City Engineer for approval prior to construction.
8. That the City Engineer, the Commissioner of Public Works and the Commissioner of Water shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer, the Commissioner of Public Works and the Commissioner of Water.

9. Subject to the City Engineer's review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That UPSTATE Medical University shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, UPSTATE Medical University, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That UPSTATE Medical University, its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and UPSTATE Medical University shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.
13. That UPSTATE Medical University, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page from the policy confirming that the City is indeed an additional insured, shall be submitted to the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, NY 13202. As the State of New York does not purchase insurance covering liability, including but not limited to general and professional liability, arising out of the acts of the State of New York, the State University of New York, or their respective officers or employees while acting within the scope of their employment. In lieu of maintaining such insurance, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities, without monetary limitation, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations therefore as required by the New York State Finance Law and further subject to a determination of liability of the New York State Court of Claims.
14. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of sixty (60) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant, its successors or assigns, shall remove said lines and work in connection therewith and restore the street, sidewalk and all other facilities as directed by the City Engineer, wholly at the cost and expense of said applicant, its successors or assigns.

15. UPSTATE Medical University, or its designated representative, shall be a member, for the life of the proposed facilities, of the Underground Facilities Protection Organization, Inc. or the existing "one call" organization established to facilitate the requirements of New York State Industrial Code Rules No. 53 or any relevant modifications thereto.
16. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of UPSTATE Medical University. Upon completion of the facilities and acceptance and approval of the roadway restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, the City Engineer and UPSTATE Medical University.
18. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
19. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by UPSTATE Medical University.
20. UPSTATE Medical University shall be responsible for all maintenance of all of the improvements installed as part of conduit installations, including but not limited to snow removal operations.
21. **Fees**- UPSTATE Medical University shall pay an annual fee of Two Dollars Twenty Eight Cents (\$2.28) per linear foot per 6" pipe & Three Dollars Four Cents (\$3.04) per linear foot per 8" pipe placed underground in the City's Public Right-of-Way. The per linear foot per stormwater pipe charge shall be calculated based on the as built record drawings submitted to the City Engineer, to the City as adjusted annually by any increases in the United States Consumer Price Index (US CPI) as published by the Bureau of Labor Statistics or its successor, to the City on or before July 31 of each year that this permission is in force. (Estimated fee: Clinton Street, two 6" pipes @ 13' total (10' & 3') for \$29.12 & three 8" pipe @ 39' total (12', 5', 22'), for \$118.56, for a total estimated fee of \$148.20).



# DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

18 October 2019

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

**John Kivlehan**  
Design & Construction

**Kelly Haggerty**  
Public Buildings

**Marc Romano**  
Mapping & Surveying

Mr. John Copanas  
Office of the City Clerk  
231 City Hall  
Syracuse, New York 13202

**Request for Legislation: A revocable permission for UPSTATE Medical University, the owner of the property at 626 South Salina Street (Sara Loguen Center) to construct, own, operate and maintain two trench drains, one catch basin & associated stormwater piping in the Clinton Street (800 block) Right of Way.**

Dear Mr. Copanas:

I request that the following legislation for the next meeting of the Common Council be prepared:

A revocable permission for UPSTATE Medical University, the owner of the property at 626 South Salina Street (Sara Loguen Center) to construct, own, operate and maintain two trench drains, one catch basin & associated stormwater piping (52') in the Clinton Street (800 block) Right of Way. UPSTATE Medical University would like to install two trench drains, one catch basin and associated stormwater piping (52') that are necessary to service the rear of their property at 626 South Salina Street (Sara Loguen Center) in the City's Clinton Street Right-of-Way as detailed on plans developed by EDR entitled *"UMU # 1128- Sara Loguen Center sidewalks & Curbs Replacement, 626 South Salina Street, Syracuse, New York 13202"* dated 11/26/2018 and last revised 02/27/19.

This department has reviewed, coordinated with other City departments and is of the opinion that the installation of the facilities described in the plans and specifications on file at our office will not interfere with the public use of the streets. It is, therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting UPSTATE Medical University to construct, operate, and maintain the above described stormwater facilities along the aforementioned R.O.W as shown on the drawings and specifications as forwarded to the Department of Engineering.

The revocable permission for the stormwater facility installations will be subject to the following as permitted by law:

1. The Owner shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City Engineer, the Commissioner of Public Works, and the Commissioner of Water, the stormwater facility installations (the "Work") which are the subjects of this action.

**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)

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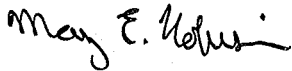
2. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCAD and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** UPSTATE Medical University is to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within thirty (30) days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
3. That traffic shall be maintained at all times during construction. The entire excavation of said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
4. Subject to the availability of lawful appropriations (pursuant to Section 41 of the New York State Finance Law) and consistent with Section 8 of the New York State Court of Claims Act, UPSTATE Medical University will hold the City of Syracuse harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of Upstate or of its officers or employees when acting within the course and scope of their employment and within the scope of this Agreement.
5. That said applicant, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
6. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
7. The Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Restoration of pavement and sidewalks and the installation of new granite curbing must be in accordance with all City of Syracuse standards. The proposed curb grade installation shall be submitted to the City Engineer for approval prior to construction.
8. That the City Engineer, the Commissioner of Public Works and the Commissioner of Water shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer, the Commissioner of Public Works and the Commissioner of Water.

9. Subject to the City Engineer's review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities.
10. All work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
11. That UPSTATE Medical University shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, UPSTATE Medical University, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
12. That UPSTATE Medical University, its successors, assigns, and agents shall, upon request by the City, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and UPSTATE Medical University shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.
13. That UPSTATE Medical University, its successors, assigns, and agents shall obtain and keep in force for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance, along with the declaration page from the policy confirming that the City is indeed an additional insured, shall be submitted to the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, NY 13202. As the State of New York does not purchase insurance covering liability, including but not limited to general and professional liability, arising out of the acts of the State of New York, the State University of New York, or their respective officers or employees while acting within the scope of their employment. In lieu of maintaining such insurance, the State represents that it has the full resources of its taxing power to respond to any claims for liabilities, without monetary limitation, provided, however, that the State's obligations with respect to any such claims are subject to the availability of lawful appropriations therefore as required by the New York State Finance Law and further subject to a determination of liability of the New York State Court of Claims.
14. That this permission and consent is temporary and revocable and all rights under this ordinance shall cease and be terminated at the expiration of sixty (60) days from the adoption by the Common Council of an ordinance terminating the same and thereupon, said applicant, its successors or assigns, shall remove said lines and work in connection therewith and restore the street, sidewalk and all other facilities as directed by the City Engineer, wholly at the cost and expense of said applicant, its successors or assigns.

15. UPSTATE Medical University, or its designated representative, shall be a member, for the life of the proposed facilities, of the Underground Facilities Protection Organization, Inc. or the existing "one call" organization established to facilitate the requirements of New York State Industrial Code Rules No. 53 or any relevant modifications thereto.
16. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of UPSTATE Medical University. Upon completion of the facilities and acceptance and approval of the roadway restoration by the City Engineer and the Commissioner of Public Works, the use, operation and maintenance of the roadway and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to streets and utilities throughout the City.
17. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and UPSTATE Medical University.
18. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
19. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by UPSTATE Medical University.
20. UPSTATE Medical University shall be responsible for all maintenance of all of the improvements installed as part of conduit installations, including but not limited to snow removal operations.
21. **Fees-** UPSTATE Medical University shall pay an annual fee of Two Dollars Twenty Eight Cents (\$2.28) per linear foot per 6" pipe & Three Dollars Four Cents (\$3.04) per linear foot per 8" pipe placed underground in the City's Public Right-of-Way. The per linear foot per stormwater pipe charge shall be calculated based on the as built record drawings submitted to the City Engineer, to the City as adjusted annually by any increases in the United States Consumer Price Index (US CPI) as published by the Bureau of Labor Statistics or its successor, to the City on or before July 31 of each year that this permission is in force. (Estimated fee: Clinton Street, two 6" pipes @ 13' total (10' & 3') for \$29.12 & three 8" pipe @ 39' total (12', 5', 22'), for \$118.56, for a total estimated fee of \$148.20).

Additional terms and conditions, as recommended by the City Engineer and the Corporation Counsel, shall be set forth in the Ordinance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary E. Robison". The signature is fluid and cursive, with a prominent "M" and "R".

Mary E. Robison, P.E.  
City Engineer



Ordinance No.

2019

**ORDINANCE AUTHORIZING A PARKING  
AGREEMENT WITH THE ROBERT HALF  
COMPANY, LOCATED IN ONE PARK PLACE,  
FOR ELEVEN (11) MONTHLY PARKING  
PERMITS AT THE FAYETTE STREET PARKING  
GARAGE**

WHEREAS, the Department of Public Works has requested that the Common Council approve a parking agreement with The Robert Half Company, located in One Park Place, that would provide eleven (11) monthly parking permits in the Fayette Street Parking Garage; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a parking agreement with The Robert Half Company, located in One Park Place, for eleven (11) monthly parking permits based on the availability of that number of spaces in the Fayette Street Parking Garage for a three (3) year period commencing on or about December 1, 2019; and

BE IT FURTHER ORDAINED, that the eleven (11) parking permits shall be issued to the The Robert Half Company each month during the term of the agreement, at the market rate, as established by the Common Council, plus applicable sales tax; the current monthly market rate is \$90.00 per month; and

BE IT FURTHER ORDAINED, that the Department of Public Works shall take all necessary steps to advise the operator of the Fayette Street Parking Garage of the terms and conditions of the agreement so as to effectuate the terms of this Ordinance; and

BE IT FURTHER ORDAINED, that The Robert Half Company shall provide the Commissioner of Public Works with thirty (30) days prior written notice (unless the Commissioner

specifically waives the requirement) of any request to purchase additional permits above the eleven (11) parking permits purchased pursuant to this Ordinance for the first full month following the execution of the Agreement and for any future requests to decrease or increase the number of parking permits purchased pursuant to this Ordinance the decrease or increase shall be based on the number of parking permits purchased for the month immediately preceding the issuance of the thirty (30) day prior written notice, with the Commissioner being under no obligation to issue additional permits if such request is not timely made (or the requirement waived) and further provided that the number of parking permits shall in any event remain subject to the minimum number of eleven (11) monthly parking permits; and

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



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

22

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mr. John P. Copanas  
City Clerk  
230 City Hall  
Syracuse, NY 13202

Mr. Copanas:

Please prepare legislation authorizing the Mayor to enter into a parking agreement with The Robert Half Company at One Park Place and place it onto the next agenda of the Common Council.

The agreement shall consist of the City of Syracuse making available for The Robert Half Company, 11 monthly parking spaces @ \$90.00 per space per month, at the Fayette Street Parking Garage.

This parking agreement shall be for a 3 year term on or about December 1, 2019. The Robert Half Company will be submitting payment to the garage operator, currently Laz Parking, for the parking spaces.

The monthly rate for parking will be market rate plus sales tax.

This agreement shall be subject to the approval of the Corporation Counsel as to terms, form and content and shall contain such other terms and conditions as the Corporation Counsel shall deem to be in the best interests of the City of Syracuse.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ann Fordock

Deputy Commissioner, Department of Public Works

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

Office 315 448-2489  
Fax 315 448-8531

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

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23



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget  
DATE: October 23, 2019  
SUBJECT: Agreement with The Robert Half Company at One Park Place


On behalf of the Department of Public Works, I am requesting that the City of Syracuse authorize permission to enter into an agreement with The Robert Half Company at One Park Place. The agreement shall consist of the City of Syracuse making available for The Robert Half Company, 11 monthly parking spaces at \$90.00 per space per month, at the Fayette Street Parking Garage.

This parking agreement shall be for a 3 year term on or about December 1, 2019. The Robert Half Company will be submitting payment to the garage operator, currently Laz Parking, for the parking spaces.

The monthly rate for parking will be market rate plus sales tax.

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

10/23/19  
\_\_\_\_\_  
Date

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

/tm  
cc: Jeremy Robinson, Commissioner of the Department of Public Works  
File

Office 315 448-8252  
Fax 315 448-8116

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



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13202

**Re: Request for Mayor Approval to enter into an agreement with The Robert Half Company and the City of Syracuse for 11 parking spaces at the Fayette Street Parking Garage**

Dear Ms. Vossler,

The Department of Public Works is seeking approval from the Mayor to enter into an agreement with The Robert Half Company and the City of Syracuse for 11 parking spaces at the Fayette Street Parking Garage @\$90 per space per month.

The term of this agreement will be for three (3) years, commencing on or about December 1, 2019.

Such agreement shall be subject to the approval of the Corporation Council as to terms, forms and content.

Upon the Mayor's approval, please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council Agenda.

If you have any questions, please don't hesitate to contact me.

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

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

*V*  
*10/23/19*

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

Office 315 448-2489  
Fax 315 448-8531

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

Thank you,

Ann Fordock  
Deputy Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 560-2018 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE SYRACUSE CITY SCHOOL DISTRICT RELATING TO USE OF THE CITY FUEL FACILITY AT THE DEPARTMENT OF PUBLIC WORKS BY THE SYRACUSE CITY SCHOOL DISTRICT**

BE IT ORDAINED, that Ordinance No. 560-2018 is hereby amended to read as follows:

WHEREAS, the Syracuse City School District has requested permission to fuel cars and pick-up trucks owned by the Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the Syracuse City School District has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with the Syracuse City School District ("SCSD") in relation to the use of the City of Syracuse Public Works Fuel Facility by cars and pick-up trucks owned by the SCSD and/or used by SCSD officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification numbers required by said SCSD vehicles, (2) costs necessary for computer accessibility, including but not limited to a phone modem, (3) the cost of fuel used in SCSD vehicles purchased under the appropriate

City and/or County fuel contracts, plus an administrative fee of \$.06 per gallon, to be paid by the SCSD to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and 5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the SCSD; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that the number of SCSD vehicles may be increased provided the Commissioner of Public Works shall determine that the City's Fuel Facility is capable of handling such additional SCSD vehicles and the costs shall be paid by the SCSD in accordance with the terms of the agreement; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the fueling of vehicles at the Fuel Facility for City and SCSD vehicles; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the fuel supply or lack thereof for reasons beyond the City's control, including but not limited to strike, fuel shortage, or late deliveries from suppliers of fuel; and

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2018, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and SCSD, for two (2) additional one-year terms as determined by the parties, and further that either the City or the SCSD may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this Agreement is hereby extended for the first one (1) year renewal period; and

BE IT FURTHER ORDAINED, that this agreement shall be subject to the necessary approvals of the SCSD, and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.





# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

23

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

October 21, 2019

John P Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Re: Request for Legislation**

Dear Mr. Copanas:

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

- An ordinance authorizing agreement between the City of Syracuse and the Syracuse City School District relating to use of the City Fuel Facility at Department of Public Works by Syracuse City School District. This agreement will be for the first one (1) year extension with one (1) one year extension remaining. This agreement shall commence on or about October 14, 2019.

The terms of the agreement shall be according to the following:

1. Syracuse City School District will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse City School District will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

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

Office 315 448-2489  
Fax 315 448-8531

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

Monies to be deposited into revenue account # 549100 01 51320.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ann Fordock".  
Ann Fordock  
Deputy Commissioner of DPW

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27



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget *mev*  
DATE: October 23, 2019  
SUBJECT: Extension Agreement with Syracuse City School District for Use of the City's Fuel Facility

---

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Syracuse City School District relative to using the City Fuel Facility at the Department of Public Works.

The terms of the agreement are as follows.

- Syracuse City School District will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the Syracuse City School District and/or used by Syracuse City School District officers and employees in the course of their employment responsibilities at the Department of Public Works Fuel Facility
- Syracuse City School District will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse City School District vehicles to the City's computerized fuel handling system, including paying the charged for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

The term of the agreement shall be for the first one (1) year extension with one (1) one year extension remaining. This agreement shall commence on or about October 14, 2019.

Monies to be deposited into revenue account #549100.01.51320.

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.

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

Thank you for your attention regarding this matter.

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

*10/23/19*  
\_\_\_\_\_  
Date

Office 315 448-8252  
Fax 315 448-8116

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

MEV/tm  
cc: Jeremy Robinson, Commissioner of Public Works



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13202

**Re: Request for Mayor Approval for an Agreement between the Syracuse City School District and the City of Syracuse DPW/MEM for the use of the City's Fuel**

Dear Ms. Vossler,

The Department of Public Works is seeking approval from the Mayor to enter into an agreement with Syracuse City School District and the City of Syracuse DPW/MEM for the use of the City's Fuel Facility.

- Agreement shall allow Syracuse City School District to use the City of Syracuse Public Works Fuel Facility for their cars and trucks owned by Syracuse City School District and or/used by the Syracuse City School District officers and employees in the course of their responsibilities .
- Cost of fuel used in SCSD vehicles purchased, plus an additional fee of \$.06 per gallon for maintenance and up keep of the fuel island. Also, the charge of keys being based on actual cost to the City plus five percent (5%) administrative charge for the issuing of personnel I.D. numbers which is necessary when issuing a new or lost key.
- Payments to the City shall be on a monthly basis for fuel costs and on an "as incurred" basis for vehicle key and personnel I.D. numbers issued to the SCSD.
- The term of the agreement shall be for the first one (1) one year with one (1) year extension remaining, commencing on October 14, 2019

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

Office 315 448-2489  
Fax 315 448-8531

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Upon the Mayor's approval, please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council Agenda.

**GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.**

Topic:

21 October 2019

Page 2

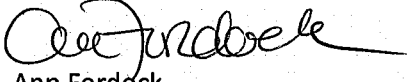
If you have any questions, please don't hesitate to contact me.

Approved: ✓

Denied: \_\_\_\_\_

Date: 10-22-19

Thank you,



Ann Fordock

Deputy Commissioner of Public Works

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 561-2018 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE SYRACUSE HOUSING AUTHORITY RELATING TO USE OF THE CITY FUEL FACILITY AT THE DEPARTMENT OF PUBLIC WORKS BY THE SYRACUSE HOUSING AUTHORITY**

BE IT ORDAINED, that Ordinance No. 561-2018 is hereby amended to read as follows:

WHEREAS, the Syracuse Housing Authority has requested permission to fuel cars and pick-up trucks owned by the Syracuse Housing Authority and/or used by the Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the Syracuse Housing Authority has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with the Syracuse Housing Authority ("SHA") in relation to the use of the City of Syracuse Public Works Fuel Facility by cars and pick-up trucks owned by the SHA and/or used by the officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification numbers required by said SHA vehicles, (2) costs necessary for computer accessibility, including but not

limited to a phone modem, (3) the cost of fuel used in SHA vehicles purchased under the appropriate City and/or County fuel contracts, plus an administrative fee of \$.06 per gallon, to be paid by the SHA to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and 5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the SHA; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that the number of SHA vehicles may be increased provided the Commissioner of Public Works shall determine that the City's Fuel Facility is capable of handling such additional SHA vehicles and the costs shall be paid by the SHA in accordance with the terms of the agreement; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the fueling of vehicles at the Fuel Facility for City and SHA vehicles; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the fuel supply or lack thereof for reasons beyond the City's control, including but not limited to strike, fuel shortage, or late deliveries from suppliers of fuel; and

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2018, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and SHA, for two (2) additional one-year terms as determined by the parties, and further that either the City or the SHA may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this Agreement is hereby extended for the first one (1) year renewal period; and

BE IT FURTHER ORDAINED, that this amended agreement shall be subject to the necessary approvals of the SHA, and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this amended agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

24

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

John P Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Re: Request for Legislation – Ordinance for an agreement with City of Syracuse and Syracuse Housing Authority fir the Use of City's Fuel Facility**

Dear Mr. Copanas:

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

- An ordinance authorizing agreement between the City of Syracuse and the Syracuse Housing Authority relating to use of the City Fuel Facility at Department of Public Works by Syracuse Housing Authority. Authorize this agreement to commence on or about October 14, 2019.

The terms of the agreement shall be according to the following:

1. Syracuse Housing Authority will be permitted to fuel its vehicles, including cars and pick-up trucks owned by Syracuse Housing Authority and/or used by Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Syracuse Housing Authority will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

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

Office 315 448-2489  
Fax 315 448-8531

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

Monies to be deposited into revenue account # 417120 01.

Very truly yours,

  
Ann Fordock  
Deputy Commissioner of DPW

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28





# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *mev*  
**DATE:** October 23, 2019  
**SUBJECT:** Agreement with Syracuse Housing Authority for Use of the City's Fuel Facility

---

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Syracuse Housing Authority relative to using the City Fuel Facility at the Department of Public Works.

The terms of the agreement are as follows.

- Syracuse Housing Authority will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the Syracuse Housing Authority and/or used by Syracuse Housing Authority officers and employees in the course of their employment responsibilities at the Department of Public Works Fuel Facility
- Syracuse Housing Authority will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Syracuse Housing Authority vehicles to the City's computerized fuel handling system, including paying the charged for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

The term of the agreement shall be for first one (1) year extension with one (1) extension remaining, commencing on or about October 14, 2019.

Monies to be deposited into revenue account #417120.01

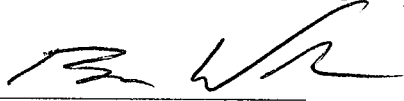
Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

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)

Thank you for your attention regarding this matter.

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

MEV/tm

cc: Jeremy Robinson, Commissioner of Public Works

10/23/19  
Date



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13202

**Re: Request for Mayor Approval for an Agreement between the Syracuse Housing Authority and the City of Syracuse DPW/MEM for the use of the City's Fuel**

Dear Ms. Vossler

The Department of Public Works is seeking approval from the Mayor to enter into an agreement with Syracuse Housing Authority and the City of Syracuse DPW/MEM for the use of the City's Fuel Facility.

- Agreement shall allow Syracuse Housing Authority to use the City of Syracuse Public Works Fuel Facility for their cars and trucks owned by Syracuse Housing Authority and or/used by the Syracuse Housing Authority officers and employees in the course of their responsibilities.
- Cost of fuel used in Syracuse Housing Authority vehicles purchased, plus an additional fee of \$.06 per gallon for maintenance and up keep of the fuel island. Also, the charge of keys being based on actual cost to the City plus five percent (5%) administrative charge for the issuing of personnel I.D. numbers which is necessary when issuing a new or lost key.
- Payments to the City shall be on a monthly basis for fuel costs and on an "as incurred" basis for vehicle key and personnel I.D. numbers issued to the Syracuse Housing Authority.
- The term of the agreement shall be for the first one (1)one year extension with one (1) extension remaining, commencing on or about October 14, 2019

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

Office 315 448-2489  
Fax 315 448-8531

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Topic: ,

21 October 2019

Page 2

Upon the Mayor's approval, please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council Agenda.

If you have any questions, please don't hesitate to contact me.

Approved: ✓  
Denied: \_\_\_\_\_  
Date: 10-22-19

Thank you,



Ann Fordock

Deputy Commissioner of Public Works

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 562-  
2018 AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF SYRACUSE AND THE COUNTY OF  
ONONDAGA RELATING TO USE OF THE CITY  
FUEL FACILITY AT DEPARTMENT OF PUBLIC  
WORKS BY ONONDAGA COUNTY**

BE IT ORDAINED, that Ordinance No. 562-2018 is hereby amended to read as follows:

WHEREAS, Onondaga County has requested permission to fuel cars and pick-up trucks owned by the County and/or used by the County of Onondaga officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility; and

WHEREAS, the Commissioner of Public Works has determined that the City Fuel Facility located at the Department of Public Works is capable of handling the additional fuel required to carry out the terms of the agreement; and

WHEREAS, the County of Onondaga has agreed to reimburse the City for the cost of fuel (including compressed natural gas), plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system including paying the charge for gas keys based on the actual cost to the City plus a five percent (5%) administrative charge for personnel identification numbers, which is necessary whenever a new or lost key is issued; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with the County of Onondaga in relation to the use of the City of Syracuse Public Works Fuel Facility by an estimated three hundred ten (310) cars and pick-up trucks owned by the County of Onondaga and/or used by County of Onondaga officers and employees in the course of their employment responsibilities, with (1) all the costs of vehicle gas keys and personnel identification numbers required by said County vehicles, (2) costs necessary for computer accessibility, including but not limited to a phone modem, (3) the cost of fuel used in County vehicles purchased under the appropriate City and/or County fuel contracts, plus an

administrative fee of \$.06 per gallon, to be paid by the County to the City on a monthly basis for fuel costs, (4) with the charge for keys being based on actual cost to the City to be paid on an "as incurred basis" as are the charges for all identification numbers and computer accessibility costs, and 5) the City shall collect a five percent (5%) administrative charge for vehicles keys and personnel identification numbers issued to the County; such billing shall be handled through the appropriate City department or departments; and

BE IT FURTHER ORDAINED, that the number of County vehicles may be increased above the estimated three hundred ten (310) vehicles provided the Commissioner of Public Works shall determine that the City's Fuel Facility is capable of handling such additional County vehicles and the costs shall be paid by the County in accordance with the terms of the agreement; and

BE IT FURTHER ORDAINED, that any updates or improvements to the City's Fuel Facility and related systems shall be a shared cost between the City and the County based on percentage of fuel (including compressed natural gas) used by each party, provided the City shall notify and get the approval of the County prior to commencement of such improvements, and further the County shall be solely responsible for the costs of updates or changes in programming which are done for the convenience of the County; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the fueling of vehicles at the Fuel Facility for City and County vehicles; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the fuel supply or lack thereof for reasons beyond the City's control, including but not limited to strike, fuel shortage, or late deliveries from suppliers of fuel; and

BE IT FURTHER ORDAINED, that the initial term of the agreement shall be for one year, commencing on or about October 14, 2018, and may be renewed, with the approval of the Mayor and Common Council of the City of Syracuse and County, for two (2) additional one-year terms as determined by the parties, and further that either the City or the County may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other

party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this Agreement is hereby extended for the first one (1) year renewal period; and

BE IT FURTHER ORDAINED, that this amended agreement shall be subject to the necessary approvals of the County of Onondaga, and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this amended agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

25

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

John P Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

**Re: Request for Legislation –**

Dear Mr. Copanas:

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

- An ordinance authorizing agreement between the City of Syracuse and the County of Onondaga relating to use of the City Fuel Facility at Department of Public Works by Onondaga County. The agreement shall be for the first one (1) year extension with a one (1) year extension remaining. This option will commence on or about October 14, 2019.

The terms of the agreement shall be according to the following:

1. Onondaga County will be permitted to fuel its vehicles, including cars and pick-up trucks owned by the County and/or used by Onondaga County officers and employees in the course of their employment responsibilities at the City Department of Public Works Fuel Facility.
2. Onondaga County will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID #, which is necessary whenever a new or lost key is issued.

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

Office 315 448-2489  
Fax 315 448-8531

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

Monies to be deposited into revenue account # 423010 01.

Very truly yours,

Ann Fordock  
Deputy Commissioner of DPW

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29



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget *MV*  
DATE: October 23, 2019  
SUBJECT: Extension Agreement between the County of Onondaga and the City of Syracuse  
DPW/MEM for Use of the City's Fuel Facility

---

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into a Municipal Cooperation Agreement with the County of Onondaga and the City of Syracuse DPW/MEM for use of the City's Fuel Facility.

The agreement shall allow for the County of Onondaga to use the City of Syracuse Public Works Fuel Facility for the cars and pick-up trucks owned by the County of Onondaga and/or used by the County of Onondaga officers and employees in the course of their employment responsibilities.

Charges will be billed as follows:

- Onondaga County will reimburse the City for the cost of fuel, including compressed natural gas, plus a \$.06 administrative fee per gallon, and all costs associated with the addition of Onondaga County vehicles to the City's computerized fuel handling system, including paying the charge for gas keys based on actual cost to the City plus a five-percent (5%) administrative charge for a personnel ID#, which is necessary whenever a new or lost key is issued.

The term of the agreement shall be for the first one (1) year extension with one (1) year extension remaining. This agreement will commence on or about October 14, 2019.

Monies to be deposited into operating account #423010 01.

If you agree to extend this agreement between the County of Onondaga and the City of Syracuse DPW/MEM, please indicate such by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

*Ben Walsh*  
Mayor Ben Walsh  
City of Syracuse, New York

10/23/19

Date

Office 315 448-8252  
Fax 315 448-8116

MEV/tm  
cc: Jeremy Robinson, Commissioner of Public Works

www.syr.gov.net





# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13202

**Re: Request for Mayor Approval for a Municipal Cooperation Agreement between Onondaga County and the City of Syracuse DPW/MEM for the use of the City's Fuel Facility**

Dear Ms. Vossler,

The Department of Public Works is seeking approval from the Mayor to enter into an agreement with Onondaga County and the City of Syracuse DPW/MEM for the use of the City's Fuel Facility.

- Agreement shall allow Onondaga County to use the City of Syracuse Public Works Fuel Facility for their cars and trucks owned by Onondaga County and or/used by the County of Onondaga officers and employees in the course of their responsibilities .
- Cost of fuel used in County vehicles purchased, plus an additional fee of \$.06 per gallon for maintenance and up keep of the fuel island. Also, the charge of keys being based on actual cost to the City plus five percent (5%) administrative charge for the issuing of personnel I.D. numbers which is necessary when issuing a new or lost key.
- Payments to the City shall be on a monthly basis for fuel costs and on an "as incurred" basis for vehicle key and personnel I.D. numbers issued to the County.
- The term of the agreement shall be for the first one (1) year extension with one (1) year extension remaining. This agreement will commencing on or about October 14, 2019 Upon the Mayor's approval, please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council Agenda.

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

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Topic:

21 October 2019

Page 2

If you have any questions, please don't hesitate to contact me.

Approved: ✓

Denied: \_\_\_\_\_

Date: 10/22/19

Thank you,



Ann Fordock

Deputy Commissioner of Public Works

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 938-2016 AS LAST AMENDED BY ORDINANCE NO. 660-2018 AUTHORIZING AGREEMENT BETWEEN THE CITY OF SYRACUSE AND CENTRO RELATING TO PROVISION OF WHITE ROAD SALT FROM THE CITY FACILITY AT THE DEPARTMENT OF PUBLIC WORKS**

BE IT ORDAINED, that Ordinance No. 938-2016 as last amended by Ordinance No. 660-2018 is hereby amended to read as follows:

WHEREAS, CENTRO has requested that the City provide CENTRO with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one-year term commencing with the 2016/2017 winter season with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with CENTRO in relation to the provision of white road salt for use by CENTRO from the City's Department of Public Works facility at the City's actual cost per ton (2016/17 rate per ton was \$48.81) plus a \$5.00 per ton administrative fee; the municipal cooperation agreement with CENTRO is hereby extended for the first one-year renewal period for the 2017/18 winter season at the City's actual cost per ton (2017/18 rate per ton was \$42.29) plus a \$5.00 per ton administrative fee; the municipal cooperation agreement with CENTRO is hereby extended for the second one-year renewal period for the 2018/19 winter season at the City's actual

cost per ton (2018/19 current rate of \$42.29 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$47.29 per ton; the municipal cooperation agreement with CENTRO is hereby extended for the third one-year renewal period for the 2019/20 winter season at the City's actual cost per ton (2019/20 current rate of \$47.83 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$52.83 per ton; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and CENTRO and CENTRO shall at all times provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one year commencing on or about November 1, 2016 through April 30, 2017, with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or CENTRO may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this agreement is hereby extended for the first one-year renewal period commencing on or about November 1, 2017 through April 30, 2018, with the option of three (3) additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the second one-year renewal period commencing on or about November 1, 2018 through April 30, 2019, with the option of two (2)

additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the third one-year renewal period commencing on or about November 1, 2019 through April 30, 2020, with the option of one (1) additional one-year renewal period subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; and

BE IT FURTHER ORDAINED, that this amended agreement shall be subject to the necessary approvals of CENTRO and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this amended agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.

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



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

26

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mr. John Copanas  
City Clerk  
230 City Hall  
Syracuse, NY 13202

RE: Request for Legislation

Dear Mr. Copanas:

On behalf of the Department of Public Works, please have the following legislation prepared and placed on the next Common Council agenda:

- Ordinance authorizing the Mayor to enter into a renewal agreement with CNY Centro for the sale of white road salt.

This agreement will be to exercise the third one (1) year renewal agreement of four renewal options. Original authorization was granted by Ordinance 939-2016. This agreement shall commence with the 2019-2020 winter season.

The City received a price of \$42.29 per ton for the 2017/2018 season and that price has increased to \$47.83 for the 2019-2020. CNY Centro shall pay the \$47.83 per ton, plus a \$5.00 per ton administrative fee, at a total cost of \$52.83 per ton, to the Department of Public Works. Revenue from the sale of white road salt to be deposited into Revenue Account #41 17120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Ann Fordock  
Deputy Commissioner of Public Works

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

Office 315 448-2489  
Fax 315 448-8531

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

Cc: Lori Iauco Fiscal Officer

26



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *mw*  
**DATE:** October 23, 2019  
**SUBJECT:** Extension Agreement between CNY Centro and the City of Syracuse for the sale of White Road Salt


---

The Department of Public Works is requesting an agreement with CNY Centro for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four-year renewal options. Original authorization was granted by Ordinance #939-2016. This agreement shall commence with the 2019-2020 winter season.
- The City received a price of \$42.29 per ton for the 2017-2018 season and that price has increased to \$47.83 for the 2019-2020. CNY Centro shall pay the \$47.83 per ton, plus a \$5.00 per ton administrative fee, at a total cost of \$52.83 per ton, to the Department of Public Works. Revenue from the sale of white road salt to be deposited into Revenue Account #417120 01.

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

*10/23/19*  
\_\_\_\_\_  
Date

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

MEV/tm  
cc: Jeremy Robinson, Commissioner of DPW  
File

Office 315 448-8252  
Fax 315 448-8116

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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13203

**Re: Mayoral Approval for a Renewal Agreement between Centro and the City of Syracuse for the sale of White Road Salt**

Dear Ms. Vossler,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with Centro for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four year renewal agreement beginning with the 2019/2020 winter season, with one (1) one-year extension remaining.
- The rate charged to Centro for 2019/2020 season will include the cost to the City for purchasing road salt of \$47.83 per ton, plus a \$5.00 administrative fee per ton, for a total of \$52.83 per ton. Revenue will be deposited into Revenue account # 417120 01.

Upon Mayoral approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

Please do not hesitate to contact me directly if you have any questions or require additional information.

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

Office 315 448-2489  
Fax 315 448-8531

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

Approved; ✓

Denied: \_\_\_\_\_

Date: 10.22.19

Very truly yours,

A handwritten signature in black ink, appearing to read "Ann Fordock".  
Ann Fordock

Deputy Commissioner of DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 939-2016 AS LAST AMENDED BY ORDINANCE NO. 661-2018 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND SUNY UPSTATE MEDICAL UNIVERSITY ("SUNY UPSTATE") RELATING TO PROVISION OF WHITE ROAD SALT FROM THE CITY FACILITY AT THE DEPARTMENT OF PUBLIC WORKS**

BE IT ORDAINED, that Ordinance No. 939-2016 as last amended by Ordinance No. 661-2018 is hereby amended to read as follows:

WHEREAS, SUNY Upstate Medical University ("SUNY Upstate") has requested that the City provide SUNY Upstate with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one-year term commencing with the 2016/2017 winter season with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with SUNY Upstate in relation to the provision of white road salt for use by SUNY Upstate from the City's Department of Public Works facility at the City's actual cost per ton (2016/17 rate per ton was \$48.81) plus a \$5.00 per ton administrative fee; the municipal cooperation agreement with SUNY Upstate is hereby extended for the first one-year renewal period for the 2017/18 winter season at the City's actual cost per ton (2017/18 rate per ton was \$42.29) plus a \$5.00 per ton administrative fee; the municipal cooperation agreement with SUNY

Upstate is hereby extended for the second one-year renewal period for the 2018/19 winter season at the City's actual cost per ton (2018/19 current rate of \$42.29 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$47.29 per ton; the municipal cooperation agreement with SUNY Upstate is hereby extended for the third one-year renewal period for the 2019/20 winter season at the City's actual cost per ton (2019/20 current rate of \$47.83 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$52.83 per ton; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and SUNY Upstate and SUNY Upstate shall at all times provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one year commencing on or about November 1, 2016 through April 30, 2017, with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or SUNY Upstate may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this agreement is hereby extended for the first one-year renewal period commencing on or about November 1, 2017 through April 30, 2018, with the option of three (3) additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the second one-year renewal period

commencing on or about November 1, 2018 through April 30, 2019, with the option of two (2) additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the third one-year renewal period commencing on or about November 1, 2019 through April 30, 2020, with the option of one (1) additional one-year renewal period subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; and

BE IT FURTHER ORDAINED, that this amended agreement shall be subject to the necessary approvals of SUNY Upstate and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this amended agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.

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



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

27

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mr. John Copanas  
City Clerk  
230 City Hall  
Syracuse, NY 13202

RE: Request for Legislation

Dear Mr. Copanas:

On behalf of the Department of Public Works, please have the following legislation prepared and placed on the next Common Council agenda:

- Ordinance authorizing the Mayor to enter into a renewal agreement with SUNY Upstate Medical University for the sale of white road salt.

This agreement will be to exercise the third one (1) year renewal agreement of four renewal options. Original authorization was granted by Ordinance 939-2016. This agreement shall commence with the 2019-2020 winter season.

The City received a price of \$ 42.29 per ton for the 2018/2019 season and that price increased to \$47.83. SUNY Upstate Medical University shall pay the \$47.83 per ton, plus a \$5.00 per ton administrative fee, at a total cost of \$52.83 per ton, to the Department of Public Works. Revenue from the sale of white road salt to be deposited into Revenue Account #4 17120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Ann Fordock  
Deputy Commissioner of Public Works

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

Office 315 448-2489  
Fax 315 448-8531

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

Cc: Lori Iauco Fiscal Officer

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24



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management and Budget *MEV*  
DATE: October 23, 2019  
SUBJECT: Extension Agreement between SUNY Upstate Medical University and the  
City of Syracuse for the sale of White Road Salt


---

The Department of Public Works is requesting an agreement with SUNY Upstate Medical University for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four-year renewal agreement beginning with the 2019-2020 winter season, with one (1) one-year extensions remaining. Original authorization was granted by Ordinance #939-2016.
- The rate charged to SUNY Upstate Medical University for the 2019-2020 season will include the cost to the City for purchasing road salt of \$47.83 per ton, plus a \$5.00 administrative fee per ton, for a total of \$52.83 per ton. Revenue will be deposited into Revenue Account #417120.01.

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

10/23/19  
Date

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

MEV/tm  
cc: Jeremy Robinson, Commissioner of DPW  
File

Office 315 448-8252  
Fax 315 448-8116

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# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13203

**Re: Mayoral Approval for a Renewal Agreement between SUNY Upstate Medical University and the City of Syracuse for the sale of White Road Salt**

Dear Ms. Vossler,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with SUNY Upstate Medical University for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four year renewal agreement beginning with the 2019/2020 winter season, with one (1) one-year extensions remaining.
- The rate charged to SUNY Upstate Medical University for 2019/2020 season will include the cost to the City for purchasing road salt of \$47.83 per ton, plus a \$5.00 administrative fee per ton, for a total of \$52.83 per ton. Revenue will be deposited into Revenue account # 417120 01.

Upon Mayoral approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

Please do not hesitate to contact me directly if you have any questions or require additional information.

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

Office 315 448-2489  
Fax 315 448-8531

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

Approved: ✓

Denied: \_\_\_\_\_

Date: 10.22.19

Very truly yours,

  
Ann Fordock  
Deputy Commissioner of DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2019

**ORDINANCE AMENDING ORDINANCE NO. 940-2016 AS LAST AMENDED BY ORDINANCE NO. 662-2018 AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SYRACUSE AND THE SYRACUSE HOUSING AUTHORITY RELATING TO PROVISION OF WHITE ROAD SALT FROM THE CITY FACILITY AT THE DEPARTMENT OF PUBLIC WORKS**

BE IT ORDAINED, that Ordinance No. 940-2016 as last amended by Ordinance No. 662-2018 is hereby amended to read as follows:

WHEREAS, the Syracuse Housing Authority has requested that the City provide the Syracuse Housing Authority with white road salt from the City's Department of Public Works Facility at a cost per ton plus \$5.00 per ton administrative fee with the base cost per ton being the City's actual cost per ton for each year of the agreement; and

WHEREAS, the Commissioner of Public Works has recommended that said agreement be for a one-year term commencing with the 2016/2017 winter season with the option of four additional one-year renewal periods subject to the approval of the Mayor and the Common Council; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor, on behalf of the City of Syracuse, is hereby authorized to enter into a municipal cooperation agreement with the Syracuse Housing Authority in relation to the provision of white road salt for use by the Syracuse Housing Authority from the City's Department of Public Works facility at the City's actual cost per ton (2016/17 rate per ton was \$48.81) plus a \$5.00 per ton administrative fee; the municipal cooperation agreement with the Syracuse Housing Authority is hereby extended for the first one-year renewal period for the 2017/18 winter season at the City's actual cost per ton (2017/18 rate per ton was \$42.29) plus a \$5.00 per ton administrative

fee; the municipal cooperation agreement with the Syracuse Housing Authority is hereby extended for the second one-year renewal period for the 2018/19 winter season at the City's actual cost per ton (2018/19 current rate of \$42.29 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$47.29 per ton; the municipal cooperation agreement with the Syracuse Housing Authority is hereby extended for the third one-year renewal period for the 2019/20 winter season at the City's actual cost per ton (2019/20 current rate of \$47.83 per ton) plus a \$5.00 per ton administrative fee for a total cost of \$52.83 per ton; and

BE IT FURTHER ORDAINED, that the City's Commissioner of Public Works shall administer the system so as to provide for coordination and scheduling of use of the facility which will accommodate the provision of white road salt for City and the Syracuse Housing Authority and Syracuse Housing Authority shall at all times provide its own vehicles for receipt and transportation of the white road salt; and

BE IT FURTHER ORDAINED, that the City shall not be responsible for the white road salt supply or lack thereof for reasons beyond the City's control, including but not limited to strike, white road salt shortage, or late deliveries from suppliers of white road salt; and

BE IT FURTHER ORDAINED, that the term of the agreement shall be for one year commencing on or about November 1, 2016 through April 30, 2017, with the option of four additional one-year renewal periods subject to the approval of the Mayor and Common Council, and further that either the City or Syracuse Housing Authority may, notwithstanding the term of the contract, terminate this contract at any time upon thirty (30) days' written notice to the other party, provided that all costs and expenses due or accruing under such agreement shall be promptly paid on or prior to the date of termination; this agreement is hereby extended for the first one-year renewal period commencing on or about November 1, 2017 through April 30, 2018, with the option of three (3)



additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the second one-year renewal period commencing on or about November 1, 2018 through April 30, 2019, with the option of two (2) additional one-year renewal periods subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; this agreement is hereby extended for the third one-year renewal period commencing on or about November 1, 2019 through April 30, 2020, with the option of one (1) additional one-year renewal period subject to the approval of the Mayor and Common Council; same termination provisions shall apply to the renewal period; and

BE IT FURTHER ORDAINED, that this amended agreement shall be subject to the necessary approvals of Syracuse Housing Authority and copies of the approval shall be submitted to the Corporation Counsel; and

BE IT FURTHER ORDAINED, that this amended agreement shall contain such additional terms and conditions as the Corporation Counsel shall determine to be in the best interest of the City.

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



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

28

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mr. John Copanas  
City Clerk  
230 City Hall  
Syracuse, NY 13202

RE: Request for Legislation

Dear Mr. Copanas:

On behalf of the Department of Public Works, please have the following legislation prepared and placed on the next Common Council agenda:

- Ordinance authorizing the Mayor to enter into a renewal agreement with Syracuse Housing Authority for the sale of white road salt.

This agreement will be to exercise the third one (1) year renewal agreement of four renewal options. Original authorization was granted by Ordinance 940-2016. This agreement shall commence with the 2019-2020 winter season.

The City received a price of \$ 42.29 per ton for the 2018/2019 season and that price has increased to \$47.83 Syracuse Housing Authority shall pay the price of \$47.83 per ton, plus a \$5.00 per ton administrative fee, at a total cost of \$52.83 per ton, to the Department of Public Works. Revenue from the sale of white road salt to be deposited into Revenue Account #4 17120 01.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ann Fordock".

Ann Fordock  
Deputy Commissioner of Public Works

Cc: Lori Iauco, Fiscal Officer

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

Office 315 448-2489  
Fax 315 448-8531

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

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# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *MEV*  
**DATE:** October 23, 2019  
**SUBJECT:** Extension Agreement between Syracuse Housing Authority and the City of Syracuse for the sale of White Road Salt

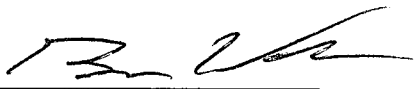
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The Department of Public Works is requesting an agreement with Syracuse Housing Authority for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four-year renewal agreement beginning with the 2019/2020 winter season, with one (1) one-year extensions remaining. Original authorization was granted by Ordinance #940-2016.
- The rate charged to Syracuse Housing Authority for the 2019/2020 season will include the cost to the City for purchasing road salt of \$47.83 per ton, plus a \$5.00 administrative fee per ton, for a total of \$52.83 per ton. Revenue will be deposited into Revenue Account #417120.01.

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

10/23/19  
Date

MEV/tm  
cc: Jeremy Robinson, Commissioner of DPW  
File

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)



# DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 21, 2019

**Jeremy Robinson**  
Commissioner

**Ann Fordock**  
Deputy Commissioner

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

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 213  
Syracuse, NY 13203

**Re: Mayoral Approval for a Renewal Agreement between Syracuse Housing Authority and the City of Syracuse for the sale of White Road Salt**

Dear Ms. Vossler,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with Syracuse Housing Authority for the sale of white road salt.

- The term of this agreement shall be for one (1) year, the third of a four year renewal agreement beginning with the 2019/2020 winter season, with one (1) one-year extension remaining.
- The rate charged to Syracuse Housing Authority for 2019/2020 season will include the cost to the City for purchasing road salt of \$47.83 per ton, plus a \$5.00 administrative fee per ton, for a total of \$52.83 per ton. Revenue will be deposited into Revenue account # 417120 01.

Upon Mayoral approval, please submit the accompanying request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

Please do not hesitate to contact me directly if you have any questions or require additional information.

Department of Public  
Works  
1200 Canal St.  
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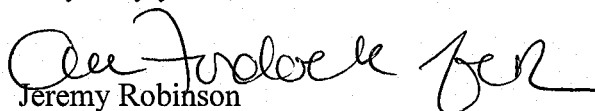
[www.syr.gov.net](http://www.syr.gov.net)

Approved: ✓

Denied: \_\_\_\_\_

Date: 10.22.19

Very truly yours,

  
Jeremy Robinson

Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2019

**ORDINANCE APPROVING THE ISSUANCE BY  
THE CITY OF SYRACUSE INDUSTRIAL  
DEVELOPMENT AGENCY OF ITS SCHOOL  
FACILITIES REVENUE BONDS (SYRACUSE  
CITY SCHOOL DISTRICT PROJECT), SERIES  
2020A TO FINANCE THE PHASE II TRANCHE  
IIB PROJECT AS SET FORTH HEREIN**

WHEREAS, the Syracuse Joint School Construction Board (the "JSCB") was established pursuant Chapter 58 A-4 of the Laws of 2006, as amended (the "Act") of the State of New York (the "State"); and

WHEREAS, pursuant to the Act, the JSCB, acting on behalf of the School District and the City, submitted a financial plan in December, 2014 as amended and revised through the date hereof (the "Plan") relating to the Joint Schools Construction Program Phase II ("Phase II") as set forth in JSCB's Comprehensive Syracuse District-Wide Reconstruction Master Plan of the School District's Public Schools, as amended through the date hereof (the "Program") to the Office of the Comptroller of the State of New York (the "OSC"); and

WHEREAS, the Office of the State Comptroller (OSC) approved the JSCB Phase II Financial Plan on June 18, 2015; and

WHEREAS, a revised financial plan was submitted to OSC August 14, 2017 and was approved January 12, 2018; and

WHEREAS, a revised financial plan was approved by the School District's Board of Education on September 11, 2019, approved by the JSCB on October 10, 2019, and submitted to OSC on October 18, 2019 and approval by OSC is expected in January of 2020; and

WHEREAS, the Program provides for the JSCB, on behalf of the City and the School District, to undertake Projects (as defined in the Act) in phases, the first phase of which consisted

of substantial rehabilitation and reconstruction of seven existing public school buildings of the School District (the "Series 2008 Project") and financing of the costs of the Series 2008 Project with proceeds of revenue bonds issued by the City of Syracuse Industrial Development Agency ("SIDA") in the principal amount of up to \$180,000,000 (the "Phase I Bonds"); and

WHEREAS, the Series 2008 Project has been completed; and

WHEREAS, the JSCB and School District now wish to authorize and undertake Projects (as defined in the Act) identified in the Program for Phase II which consists of substantial rehabilitation and reconstruction of the thirteen existing public school buildings of the School District (the "Phase II Project") and financing of the costs of the Phase II Project with proceeds of revenue bonds issued by the City of Syracuse Industrial Development Agency ("SIDA") in the principal amount of up to \$300,000,000 (the "Bonds"); and

WHEREAS, pursuant to the Act and as contemplated in the Plan, the JSCB, on behalf of the City and the School District, has requested, SIDA issue and sell its revenue bonds in an aggregate principal amount not to exceed \$108,000,000 (the "Series 2020A Bonds") to finance all or a portion of the costs of the reconstruction, rehabilitation and improvement of Clary Middle School, Brighton Academy at Danforth, Expeditionary Learning Middle School, Public Service Leadership Academy at Fowler and Henninger High School (the "Buildings"), and for all five schools, the acquisition and installation of certain equipment, fixtures and furnishings, related site work, parking improvements and landscaping (the "Equipment" and with the Buildings thereto, the "Facilities" or the "Tranche IIB Project") necessary and attendant to the use of the Buildings as schools by the City and the School District; and

WHEREAS, the State Education Department notified the School District of its approval of the Clary Middle School project on December 21, 2018, the Brighton Academy at Danforth

project on December 31, 2018, the Expeditionary Learning Middle School project on December 21, 2018, the Public Service Leadership Academy at Fowler on January 24, 2018 and the Henninger High School project on July 23, 2019; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the City's Engineering Department and the JSCB reviewed the Tranche IIB Project and the JSCB determined by resolutions adopted May 25, 2017, June 28, 2018 and September 27, 2018 that the work associated with each school in the Tranche IIB Project were Unlisted Actions that will not have a significant adverse environmental impact and a Negative Declaration was issued for each; and

WHEREAS, pursuant to Section 11 of the Act, the JSCB, on behalf of the City and the School District, entered into a Program Manager Agreement dated August 28, 2015 with Turner Construction Company for Phase II of the Program, as the same may be amended or supplemented from time to time (the "Program Manager Agreement"); and

WHEREAS, SIDA, by the terms of an indenture or supplemental indenture prepared for the Series 2020A Bonds (the "Indenture") with Manufacturers and Traders Trust Company, as trustee (the "Trustee"), will pledge and assign to the Trustee, and grant the Trustee a security interest in, all of its right, title and interest in and to the Amendment No. 8 to the Installment Sale Agreement (as defined herein) (except for the Agency's Reserved Rights (as defined in the Indenture), State Aid Revenues and other moneys and property described in the Indenture as security for the Series 2020A Bonds; and

WHEREAS, SIDA, the City, the School District and the JSCB will enter into Amendment No. 8 to the Installment Sale Agreement (Tranche IIB Project) ("Amendment No. 8 to Installment Sale Agreement"), pursuant to which SIDA will sell its interest in the Tranche IIB Project to the City and School District, the JSCB, on behalf of the City and School District, will agree to undertake and complete the Tranche IIB Project and the City and the School District will, among other things, agree to make installment purchase payments in an amount sufficient to pay debt service on the Series 2020A Bonds and other amounts due under Amendment No. 8 to the Installment Sale Agreement solely from and to the extent of State Aid Revenues (as defined in the Amendment No. 8 to the Installment Sale Agreement); and

WHEREAS, pursuant to the Act, in the event that the City and the School District shall fail to make a payment due under Amendment No. 8 to the Installment Sale Agreement, SIDA (or the Trustee acting on its behalf), shall so certify the amount not paid to the OSC who shall thereupon withhold such amount from any state aid payable to the City for the benefit of the School District and immediately pay over same to the Agency (or the Trustee); and

WHEREAS, prior to the issuance and delivery of the Series 2020A Bonds, the Underwriters (as defined herein) will undertake efforts to apply for, and purchase, if and only if cost effective, a non-cancelable financial guaranty insurance policy (the "Bond Insurance Policy") with a reputable nationally recognized bond insurance company, which Bond Insurance Policy will provide for the prompt payment of the principal of, interest and Sinking Fund Installments on the Series 2020A Bonds when due, to the extent that the Trustee has not received sufficient funds for such payment; and

WHEREAS, Raymond James & Associates, Inc., as representative of the Underwriters (the "Underwriters"), has offered to purchase the Series 2020A Bonds and will prepare a



preliminary official statement and will prepare a final official statement with respect to the Series 2020A Bonds (the "Official Statement") for use in the offering of the Series 2020A Bonds by the Underwriters; and

WHEREAS, the terms and conditions of the proposed purchase of the Series 2020A Bonds by the Underwriters will be set forth in a Bond Purchase Agreement (the "Bond Purchase Agreement") to be entered into by SIDA, the City, the School District and the Underwriters; and

WHEREAS, based on preliminary information provided by the Underwriters and the fee to be charged by SIDA, the JSCB made a preliminary comparison of the financing available from SIDA with the financing expected to be available from the New York State Municipal Bond Bank Agency ("MBBA") for the Tranche IIB Project and made a preliminary determination that financing the Tranche IIB Project through the Series 2020A Bonds may reasonably be expected to result in the lowest cost to the taxpayers of the City and the State; and

WHEREAS, the issuance of the Series 2020A Bonds is subject to the School District, the City, the JSCB and SIDA determining based on pricing and other information furnished by the Underwriters that financing the Tranche IIB Project through the Series 2020A Bonds rather than through financing from MBBA results in the lowest cost to the taxpayers of the City and the State; and

WHEREAS, the issuance of the Series 2020A Bonds is subject to the approval of the plans and specifications relative to the Tranche IIB Project by the Board of Education, the City Engineer, and the Commissioner of Education in accordance with the Act; and

WHEREAS, the issuance of the Series 2020A Bonds is subject to approval thereof by SIDA, the City and the JSCB; NOW, THEREFORE,

BE IT ORDAINED, that the City hereby determines that the Tranche IIB Project is

essential to the proper administration of the public schools within the City, meets the essential needs of the students and residents, respectively, of the School District and the City and will continue to be essential to such administration and to meet such needs throughout the term of Amendment No. 8 to the Installment Sale Agreement; and

BE IT FURTHER ORDAINED, that in consequence of the foregoing, the City hereby determines to:

- (a) ratify the Program Manager Agreement, as amended, in accordance with the terms hereof;
- (b) grant or continue its license to SIDA to enter the Buildings for the purpose of undertaking and completing the Tranche IIB Project pursuant to a license agreement, and sell to SIDA all Equipment necessary or attendant to the Tranche IIB Project pursuant to the Bill of Sale, with such amendments or modifications as the Mayor or Commissioner of Finance of the City (each referred to hereinafter as an "Authorized Officer") deems necessary under the circumstances upon advice of the Corporation Counsel;
- (c) sell its interest in the Facilities to SIDA pursuant to Amendment No. 8 to the Installment Sale Agreement, with such amendments or modifications as an Authorized Officer deems necessary under the circumstances upon approval of the Corporation Counsel;
- (d) subject to approval by OSC of the revised financial plan, approve the issuance of the Series 2020A Bonds in accordance with the Indenture, with such amendments or modifications as an Authorized Officer deems necessary under the circumstances upon approval of the Corporation Counsel and the Commissioner of Finance of the

City;

- (e) approve the Bond Purchase Agreement on such terms and in the form approved by an Authorized Officer upon approval of the Corporation Counsel and the Commissioner of Finance of the City;
- (f) use the proceeds of the Series 2020A Bonds to accomplish the Tranche IIB Project, to pay necessary incidental expenses and to fund the Debt Service Reserve Fund in accordance with the Indenture;
- (g) approve a Tax Compliance Certificate, or an amendment thereto, among SIDA, the City, the JSCB and the School District (the "Tax Compliance Certificate"), in connection with the issuance of the Series 2020A Bonds, on such terms and in the form as the Authorized Officer shall approve based on information from Bond Counsel that such terms and conditions are necessary for the tax-exempt status of interest on the Series 2020A Bonds and upon approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;
- (h) approve a Continuing Disclosure Agreement among the City, the JSCB, the School District and the Trustee (the "Continuing Disclosure Agreement") in connection with the issuance of the Series 2020A Bonds, on such terms and in the form as the Authorized Officer shall approve based on a recommendation from counsel to the JSCB that such terms and conditions are customary for similar financings and required under applicable law and the approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;
- (i) approve an Environmental Compliance and Indemnification Agreement in favor of SIDA (the "Environmental Compliance Agreement"), on such terms and in the form

as the Authorized Officer shall approve based on a recommendation from counsel to the JSCB that such terms and conditions are customary for similar financings through SIDA and the approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;

- (j) obtain, if cost effective as set forth herein, a Bond Insurance Policy on terms and conditions as the Authorized Officer and the Commissioner of Finance of the City;
- (k) approve all other certificates and documents required in connection with the issuance and sale of the Series 2020A Bonds and any other documents as may be required by Bond Counsel or the Underwriters or otherwise required to accomplish the Tranche IIB Project and qualify the interest on the Series 2020A Bonds for tax-exempt status under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, and with the Program Manager Agreement, the License, the Bill of Sale, the Amendment No. 8 to the Installment Sale Agreement, the Bond Purchase Agreement, the Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and the Environmental Compliance Agreement, the "Financing Documents"); and

BE IT FURTHER ORDAINED, pursuant to Section 16 of the Act, it is the duty of the School District, the City, the JSCB and SIDA to compare the financing available from SIDA with the financing available from the MBBA for the Tranche IIB Project and employ the financing mechanism that will result in the lowest cost to the taxpayers of the City and the State and to share with the MBBA information that is required for MBBA to determine that the cost of financing therefore and calculate the interest rate thereon. Prior to the Closing Date, the Authorized Officer is hereby directed to compare the costs of financing available from MBBA with the costs of the Series 2020A Bonds based on the final terms of the Indenture and Bond Purchase Contract and to

share the required information with MBBA; and

BE IT FURTHER ORDAINED, that upon a determination by an Authorized Officer and by SIDA and the JSCB that financing the Tranche IIB Project by the Series 2020A Bonds will result in the lowest cost to the taxpayers of the City and the State, an Authorized Officer is authorized to execute and deliver the Financing Documents; and

BE IT FURTHER ORDAINED, that the City hereby authorizes (A) the distribution of the Preliminary Official Statement and the final Official Statement by the Underwriters, (B) the execution and delivery by the Authorized Officer of the JSCB of the final Official Statement, and (C) the use of the Preliminary Official Statement and final Official Statement by the Underwriters in the offering of the Series 2020A Bonds; and

BE IT FURTHER ORDAINED, that in addition to the authority hereinabove granted, the Authorized Officer is hereby authorized and directed, for and in the name and on behalf of the City, to do and cause to be done any such other acts and things, to execute and deliver any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, and to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in this Ordinance, as he determines may be necessary or desirable to consummate the transactions contemplated by this Ordinance, the Financing Documents and the other documents referred to above; and

BE IT FURTHER ORDAINED, that no covenant, stipulation, obligation or agreement contained in this Ordinance or the Financing Documents or any other document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the City in his or her individual capacity. The officials, directors, members, officers or employees of the City, nor any person executing or any of the Financing Documents or

other documents referred to above on behalf of the City, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution, issuance or delivery thereof; and

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



# DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER  
CITY OF SYRACUSE, MAYOR BEN WALSH

**David DelVecchio CPA**  
Commissioner of  
Finance

**Martha A. Maywalt**  
First Deputy  
Commissioner

October 17, 2019

Mr. John P. Copanas  
City Clerk  
231 City Hall  
Syracuse, NY 13202

RE: Authorizing the transactions, execution, and delivery of documents in connection with the Joint School Construction Board.

Dear Mr. Copanas:

Please prepare legislation for the November 4, 2019 meeting of the Common Council authorizing the transactions and execution and delivery of certain documents in connection with the issuance by the Syracuse Industrial Development Agency of its School Facility Revenue Bonds (Syracuse City School District Project – Series 2020A Project) in an amount not to exceed \$108,000,000 to finance a portion of the costs of the Syracuse School Reconstruction Project.

The Syracuse Board of Education approved this item on October 9, 2019 and the JSCB is expected to approve this item on October 24, 2019. A copy of the resolutions will be forwarded to the City Clerk upon receipt.

Sincerely,

David J. DelVecchio, CPA  
Commissioner of Finance

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

Office 315 448 8279  
Fax 315 448 8424

[www.syrgov.net](http://www.syrgov.net)

cc: Joe Barry, Secretary to JSCB  
Mary Robison, City Engineer  
Jaime Alicea, Superintendent of Schools  
Suzanne Slack, Chief Financial Officer



SYRACUSE CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
SYRACUSE, NEW YORK

**RESOLUTION**  
**JSCB Phase II Tranche IIB Borrowing**

- Whereas: the Syracuse Joint School Construction Board (the "JSCB") was established pursuant Chapter 58 A-4 of the Laws of 2006, as amended (the "Act") of the State of New York (the "State") and an agreement dated April 1, 2004 by and between the City of Syracuse (the "City") and the Board of Education of the City School District of the City of Syracuse (the "School District"); and
- Whereas: pursuant to the Act, the JSCB, acting on behalf of the School District and the City, submitted a financial plan in December, 2014 as amended and revised through the date hereof (the "Plan") relating to the Joint Schools Construction Program Phase II ("Phase II") as set forth in JSCB's Comprehensive Syracuse District-Wide Reconstruction Master Plan of the School District's Public Schools, as amended through the date hereof (the "Program") to the Office of the Comptroller of the State of New York (the "OSC"); and
- Whereas: the Office of the State Comptroller (OSC) approved the JSCB Phase II Financial Plan on June 18, 2015; and
- Whereas: a revised financial plan was submitted to OSC August 14, 2017 and was approved January 12, 2018; and
- Whereas: a revised financial plan was approved by the Board of Education on September 11, 2019 contingent upon OSC approval and will be submitted to OSC on October 1, 2019; and
- Whereas: the Program provides for the JSCB, on behalf of the City and the School District, to undertake Projects (as defined in the Act) in phases, the first phase of which consisted of substantial rehabilitation and reconstruction of seven existing public school buildings of the School District (the "Series 2008 Project") and financing of the costs of the Series 2008 Project with proceeds of revenue bonds issued by the City of Syracuse Industrial Development Agency ("SIDA") in the principal amount of up to \$180,000,000 (the "Phase I Bonds"); and
- Whereas: the Series 2008 Project has been completed; and
- Whereas: the JSCB and School District now wish to authorize and undertake Projects (as defined in the Act) identified in the Program for Phase II which consists of substantial rehabilitation and reconstruction of the thirteen existing public school buildings of the School District (the "Phase II Project") and financing of the costs of the Phase II Project with proceeds of revenue bonds issued by the City of Syracuse Industrial Development Agency ("SIDA") in the principal amount of up to \$300,000,000 (the "Bonds"); and
- Whereas: pursuant to the Act and as contemplated in the Plan, the JSCB, on behalf of the City and the School District, has requested, SIDA issue and sell its revenue bonds in an aggregate principal amount not to exceed \$ \$108,000,000 (the "Series 2020A Bonds") to finance all or a portion of the costs of the reconstruction, rehabilitation and improvement of Clary Middle School,



Brighton Academy at Danforth, Expeditionary Learning Middle School, Public Service Leadership Academy at Fowler and Henninger High School (the "Buildings"), and for all five schools, the acquisition and installation of certain equipment, fixtures and furnishings, related site work, parking improvements and landscaping (the "Equipment" and with the Buildings thereto, the "Facilities" or the "Tranche IIB Project") necessary and attendant to the use of the Buildings as schools by the City and the SCSD; and

Whereas: the State Education Department notified the School District of its approval of the Clary Middle School project on December 21, 2018, the Brighton Academy at Danforth project approved on December 31, 2018, the Expeditionary Learning Middle School project approved on December 21, 2018, the Public Service Leadership Academy at Fowler approved on January 24, 2018 and the Henninger High School project approved on July 23, 2019; and

Whereas: pursuant to Article 8 of the Environmental Conservation Law of the State, as amended, and the regulations of the Department of Environmental Conservation of the State promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the City's Engineering Department and the JSCB reviewed the Tranche IIB Project and the JSCB determined by resolutions adopted May 25, 2017, June 28, 2018 and September 27, 2018 that the work associated with each school in the Tranche IIB Project were Unlisted Actions that will not have a significant adverse environmental impact and a Negative Declaration was issued for each; and

Whereas: pursuant to Section 11 of the Act, the JSCB, on behalf of the City and the School District, entered into a Program Manager Agreement dated August 28, 2015 with Turner Construction Company for Phase II of the Program, as the same may be amended or supplemented from time to time (the "Program Manager Agreement"); and

Whereas: SIDA, by the terms of an indenture or supplemental indenture for the Series 2020A Bonds (the "Indenture") with Manufacturers and Traders Trust Company, as trustee (the "Trustee"), will pledge and assign to the Trustee, and grant the Trustee a security interest in, all of its right, title and interest in and to the Amendment No. 8 to the Installment Sale Agreement (as defined herein) (except for the Agency's Reserved Rights (as defined in the Indenture), State Aid Revenues and other moneys and property described in the Indenture as security for the Series -2020A Bonds; and

Whereas: SIDA, the City, the School District and the JSCB will enter into Amendment No. 8 to the Installment Sale Agreement (Tranche IIB Project) ("Amendment No. 8 to Installment Sale Agreement"), pursuant to which SIDA will sell its interest in the Tranche IIB Project to the City and School District, the JSCB, on behalf of the City and School District, will agree to undertake and complete the Tranche IIB Project and the City and the School District will, among other things, agree to make installment purchase payments in an amount sufficient to pay debt service on the Series 2020A Bonds and other amounts due under Amendment No. 8 to the Installment Sale Agreement solely from and to the extent of State Aid Revenues (as defined in the Amendment No. 8 to the Installment Sale Agreement); and

Whereas: pursuant to the Act, in the event that the City and the School District shall fail to make a payment due under Amendment No. 8 to the Installment Sale Agreement, SIDA (or the Trustee acting on its behalf), shall so certify the amount not paid to the OSC who shall thereupon withhold such amount from any state aid payable to the City for the benefit of the School District and immediately pay over same to the Agency (or the Trustee); and

- Whereas: pursuant to the Act, the City and the School District will give an irrevocable written direction to the OSC to pay all State Aid Revenues to the Depository for deposit into the State Aid Depository Fund; and
- Whereas: prior to the issuance and delivery of the Series 2020A Bonds, the Underwriters (as defined herein) will undertake efforts to apply for, and purchase, if and only if cost effective, a non-cancelable financial guaranty insurance policy (the "Bond Insurance Policy") with a reputable nationally recognized bond insurance company, which Bond Insurance Policy will provide for the prompt payment of the principal of, interest and Sinking Fund Installments on the Series 2020A Bonds when due, to the extent that the Trustee has not received sufficient funds for such payment; and
- Whereas: Raymond James & Associates, Inc., as representative of the Underwriters (the "Underwriters"), has offered to purchase the Series 2020A Bonds and will prepare a preliminary official statement and will prepare a final official statement with respect to the Series 2020A Bonds (the "Official Statement") for use in the offering of the Series 2020A Bonds by the Underwriters; and
- Whereas: the terms and conditions of the proposed purchase of the Series 2020A Bonds by the Underwriters will be set forth in a Bond Purchase Agreement (the "Bond Purchase Agreement") to be entered into by SIDA, the City, the School District and the Underwriters; and
- Whereas: based on preliminary information provided by the Underwriters and the fee to be charged by SIDA, the JSCB made a preliminary comparison of the financing available from SIDA with the financing expected to be available from the New York State Municipal Bond Bank Agency ("MBBA") for the Tranche IIB Project and made a preliminary determination that financing the Tranche IIB Project through the Series 2020A Bonds may reasonably be expected to result in the lowest cost to the taxpayers of the City and the State; and
- Whereas: the issuance of the Series 2020A Bonds is subject to the School District, the City, the JSCB and SIDA determining based on pricing and other information furnished by the Underwriters that financing the Tranche IIB Project through the Series 2020A Bonds rather than through financing from MBBA results in the lowest cost to the taxpayers of the City and the State; and
- Whereas: the issuance of the Series 2020A Bonds is subject to the approval by the Board of Education, the City, and the Commissioner of Education of the plans and specifications relative to the Tranche IIB Project in accordance with the Act; and
- Whereas: the issuance of the Series 2020A Bonds is subject to approval thereof by SIDA, the City and the JSCB; now, therefore, be it
- Resolved: The School District hereby determines that the Tranche IIB Project is essential to the proper administration of the public schools within the City, meets the essential needs of the students and residents, respectively, of the School District and the City and will continue to be essential to such administration and to meet such needs throughout the term of Amendment No. 8 to the Installment Sale Agreement; and, be it further
- Resolved: In consequence of the foregoing, the School District hereby determines to:
- (a) ratify the Program Manager Agreement, as amended, in accordance with the terms hereof;

- (b) grant or continue its license to SIDA to enter the Building for the purpose of undertaking and completing the Tranche IIB Project pursuant to a license agreement, and sell to SIDA all Equipment necessary or attendant to the Tranche IIB Project pursuant to the Bill of Sale, with such amendments or modifications as the President of the Board of Education or the Superintendent of the School District (referred to hereinafter individually and collectively as an "Authorized Officer") deems necessary under the circumstances upon advice of the Corporation Counsel;
- (c) sell its interest in the Facilities to SIDA pursuant to Amendment No. 8 to the Installment Sale Agreement, with such amendments or modifications as an Authorized Officer deems necessary under the circumstances upon approval of the Corporation Counsel;
- (d) approve the issuance of the Series 2020A Bonds in accordance with the Indenture, with such amendments or modifications as an Authorized Officer deems necessary under the circumstances upon approval of the Corporation Counsel and the Commissioner of Finance of the City;
- (e) approve the Bond Purchase Agreement on such terms and in the form approved by an Authorized Officer upon approval of the Corporation Counsel and the Commissioner of Finance of the City;
- (f) use the proceeds of the Series 2020A Bonds to accomplish the Tranche IIB Project, to pay necessary incidental expenses and to fund the Debt Service Reserve Fund in accordance with the Indenture;
- (g) approve a Tax Compliance Certificate, or an amendment thereto, among SIDA, the City, the JSCB and the School District (the "Tax Compliance Certificate"), in connection with the issuance of the Series 2020A Bonds, on such terms and in the form as the Authorized Officer shall approve based on information from Bond Counsel that such terms and conditions are necessary for the tax-exempt status of interest on the Series 2020A Bonds and upon approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;
- (h) approve a Continuing Disclosure Agreement among the City, the JSCB, the School District and the Trustee (the "Continuing Disclosure Agreement") in connection with the issuance of the Series 2020A Bonds, on such terms and in the form as the Authorized Officer shall approve based on a recommendation from counsel to the JSCB that such terms and conditions are customary for similar financings and required under applicable law and the approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;
- (i) approve an Environmental Compliance and Indemnification Agreement in favor of SIDA (the "Environmental Compliance Agreement"), on such terms and in the form as the Authorized Officer shall approve based on a recommendation from counsel to the JSCB that such terms and conditions are customary for similar financings through SIDA and the approval thereof by the Corporation Counsel and the Commissioner of Finance of the City;
- (j) obtain, if cost effective as set forth herein, a Bond Insurance Policy on terms and conditions as the Authorized Officer and the Commissioner of Finance of the City;
- (k) approve all other certificates and documents required in connection with the issuance and sale of the Series 2020A Bonds and any other documents as may be required by Bond Counsel or the Underwriters or otherwise required to accomplish the Tranche IIB Project and qualify the interest on the Series 2020A Bonds for tax-exempt status under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, and with the Program Manager Agreement, the License, the Bill of Sale, the Amendment No. 8 to the Installment Sale Agreement, the Bond Purchase Agreement, the

Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and the Environmental Compliance Agreement, the "Financing Documents"); and, be it further

Resolved: Pursuant to Section 16 of the Act, it is the duty of the School District, the City, the JSCB and SIDA to compare the financing available from SIDA with the financing available from the MBBA for the Tranche IIB Project and employ the financing mechanism that will result in the lowest cost to the taxpayers of the City and the State and to share with the MBBA information that is required for MBBA to determine that the cost of financing therefore and calculate the interest rate thereon. Prior to the Closing Date, the Authorized Officer is hereby directed to compare the costs of financing available from MBBA with the costs of the Series 2020A Bonds based on the final terms of the Indenture and Bond Purchase Contract and to share the required information with MBBA; and, be it further

Resolved: Upon a determination by an Authorized Officer and by SIDA, the JSCB and the City that financing the Tranche IIB Project by the Series 2020A Bonds will result in the lowest cost to the taxpayers of the City and the State, an Authorized Officer is authorized to execute and deliver the Financing Documents; and, be it further

Resolved: The School District hereby authorizes (A) the distribution of the Preliminary Official Statement and the final Official Statement by the Underwriters, (B) the execution and delivery by the Authorized Officer of the School District of the final Official Statement, and (C) the use of the Preliminary Official Statement and final Official Statement by the Underwriters in the offering of the Series 2020A Bonds; and, be it further

Resolved: In addition to the authority hereinabove granted, the Authorized Officer of the School District is hereby authorized and directed, for and in the name and on behalf of the School District, to do and cause to be done any such other acts and things, to execute and deliver any such additional certificates, instruments, documents or affidavits, to pay any such other fees, charges and expenses, and to make such other changes, omissions, insertions, revisions, or amendments to the documents referred to in this Resolution, as he/she determines may be necessary or desirable to consummate the transactions contemplated by this Resolution, the Financing Documents and the other documents referred to above; and, be it further

Resolved: No covenant, stipulation, obligation or agreement contained in this Resolution or the Financing Documents or any other document referred to above shall be deemed to be the covenant, stipulation, obligation or agreement of any member, officer, agent or employee of the School District in his or her individual capacity. The officials, directors, members, officers or employees of the School District, nor any person executing or any of the Financing Documents or other documents referred to above on behalf of the School District, shall be liable thereon or be subject to any personal liability or accountability by reason of the execution, issuance or delivery thereof; and, be it further

Resolved: The Superintendent of the School District is hereby authorized to transmit this Resolution to the Commissioner of Finance of the City for approval and submission to the City Common Council; and, be it further

Resolved: This Resolution shall take effect immediately.

Dated: October 9, 2019

***I hereby certify that the attached is a true copy of Resolution #1019-064 entitled JSCB Phase II Tranche IIB Borrowing adopted by the Board of Education of the Syracuse City School District of the City of Syracuse, New York, at a Regular Board Meeting on October 9, 2019 on a vote of 5 Yes; 0 No.***



***Eileen Steinhardt***

***District Clerk***

***Board of Education, Syracuse City School District***

***October 10, 2019***

***Date of Certification***

Ordinance No.

2019

**ORDINANCE AUTHORIZING CONTRACT  
WITH PROACT, INC. RELATIVE TO  
PROVIDING PHARMACY BENEFITS  
MANAGEMENT SERVICES**

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 City of Syracuse, Onondaga County, and Oswego County issued a joint Request for Proposal for a vendor to administer their pharmacy benefits programs and the Mayor has approved the retention of ProAct, Inc., under the following terms:

(1) ProAct, Inc. shall provide all required pharmacy benefits management services throughout the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65);

(2) This agreement shall be for a term of one (1) year effective January 1, 2020 with the option of two (2) additional one (1) year renewal periods subject to the approval of the Mayor and the Common Council;

(3) The City shall pay to ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,500,000 for the first year of the 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 Account No. 590601.01.90600 – Hospital, Medical, Surgical Insurance.



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

30

October 21, 2019

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

Mr. John Copanas  
City Clerk  
City Hall Rm. 231  
Syracuse, NY 13202

**RE: Legislation: Authorizing a contract for Pharmacy Benefits Manager**

Dear Mr. Copanas:

On behalf of the Office of Personnel and Labor Relations please prepare legislation to be introduced at the next Common Council meeting to enter into a contract with **Pro-Act Inc.** for pharmacy benefits management services. The contract term is for one (1) year with two additional one (1) year renewals and will begin on January 1, 2020.

The City of Syracuse, County of Onondaga, and Oswego County issued a joint RFP requesting plan quotations through a common process and committed to make a joint decision for a vendor to administer each entities pharmacy benefits program. The City's program applies to our entire active population as well as all retirees under the age of 65.

There were nine initial proposals which were narrowed down to four finalists.

Pro-Act, Inc. has proposed a transparent pricing offer as opposed to a traditional spread pricing model. The transparent pricing model or pass-through pricing as it is known in the industry guarantees the City would pay the PBM at the PBM's contracted rate with the pharmacy.

The City's RFP committee unanimously chose Pro- Act, Inc.

Pro-Act, Inc. is a full service PBM combining industry leading client service with the latest in PBM technology to produce innovative, affordable, and flexible prescription drug benefit solutions.

Annual costs are based on submitted claims with annual estimated costs not to exceed \$7,500,000 for year one of the contract. All costs to be charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600.

Approval of the Mayor for this agreement is also attached.

Very truly yours,

Mary E. Vossler  
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

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management & Budget  
DATE: October 21, 2019  
SUBJECT: Contract – Pharmacy Benefits Manager

On behalf of the Office of Personnel & Labor Relations, I am requesting to enter into a contract with Pro-Act, Inc. for pharmacy benefits management services. The contract term is for one (1) year with two additional one (1) year renewals and will begin on January 1, 2020.

The City of Syracuse, County of Onondaga, and Oswego County issued a joint RFP requesting plan quotations through a common process and committed to make a joint decision for a vendor to administer each entities pharmacy benefits program. The City's program applies to our entire active population as well as all retirees under the age of 65.

There were nine initial proposals which were narrowed down to four finalists. Pro-Act, Inc. has proposed a transparent pricing model or pass-through pricing as it is known in the industry guarantees the City would pay the PBM at the PBM's contracted rate with the pharmacy. The City's RFP committee unanimously chose Pro-Act, Inc.

Pro-Act, Inc. is a full service PBM combining industry leading client service with the latest in PBM technology to produce innovative, affordable, and flexible prescription drug benefit solutions.

Annual costs are based on submitted claims with annual estimated costs not to exceed \$7,500,000 for year one of the contract. All costs to be charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600.


Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

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

Office 315 448-8252  
Fax 315 448-8116

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

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

10/22/19  
\_\_\_\_\_  
Date



Ordinance No.

2019

**ORDINANCE AUTHORIZING A CONTRACT  
WITH CPI-HR RELATIVE TO PROVIDING  
AFFORDABLE CARE ACT CONSULTING AND  
DASHBOARD ACCESS SERVICES**

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

WHEREAS, the Mayor has waived the Request for Proposal Process and approved the retention of CPI-HR, under the following terms:

(1) CPI-HR shall provide all required Affordable Care Act consulting and dashboard access services, including but not limited to education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting;

(2) This contract shall be for a period of one year effective as of the date the agreement is fully executed; and

(3) The City shall pay to CPI-HR an amount not to exceed the sum of \$19,000.00 for all services under this agreement and payments shall be made in four (4) quarterly installments; NOW, THEREFORE

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #590601.01.90600 or another appropriate account as designated by the Commissioner of Finance.



# OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

October 16, 2019

**Donna D. Briscoe**  
Assistant Director

Mr. John Copanas, City Clerk  
231 City Hall  
Syracuse, New York 13202

**Re: Request For Legislation**

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to waive the request for proposal process (RFP) and enter into a contract for Affordable Care Act ("ACA") consulting & dashboard access services with CPI-HR.

Attached please find an ACA Assistance Agreement from CPI-HR offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, I recommend we waive the competitive bidding process to enter into a contract for ACA consulting and dashboard access services with CPI-HR for a one-year period. The amount shall not exceed \$19,000.00 for all services, payable in four (4) quarterly installments.

The expenditures for this proposed one year contract would be paid from Budget Account #590601.01.90600.

Sincerely,

Donna D. Briscoe  
Interim Director of Personnel & Labor Relations

Enclosures: ACA Assistance Agreement  
Exhibit I & II

cc: File

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

Office 315 448-8780  
Fax 315 448-8761

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# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Vossler  
Director

Julie Castellitto  
Assistant Director

TO: Mayor Ben Walsh  
FROM: Mary E. Vossler, Director of Management & Budget  
DATE: October 21, 2019  
SUBJECT: Waiver of RFP for Affordable Care Act Consulting & Dashboard Access

On behalf of the Office of Personnel & Labor Relations, I am requesting a waiver of the RFP process authorizing a contract for Affordable Care Act ("ACA") consulting & dashboard access services with CPI-HR.

Attached please find an ACA Assistance Agreement from CPH-HR offering the City ACA consulting and dashboard access services for a one-year period. Exhibit 1 describes the services, including, but not limited to: education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, the Department of Personnel recommends we waive the competitive bidding process to enter into a contract for ACA consulting and dashboard access services with CPI-HR for a one-year period. The amount shall not exceed \$19,000.00 for all services, payable in four (4) quarterly installments.

The expenditures for this proposed one year contract would be paid from Budget Account #590601.01.90600.

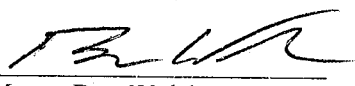
Please indicate your concurrence by signing below and returning this memo to me so that I may then forward your approval to the Common Council along with the request for authorizing this legislation.

Thank you for your attention regarding this matter.

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

Office 315 448-8252  
Fax 315 448-8116

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

10/22/19  
Date




# DEPARTMENT OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

## Memorandum

**TO:** Mary Vossler  
Director of Budget

**FROM:** Donna D. Briscoe   
Interim Director of Personnel & Labor Relations

**CC:** File

**DATE:** October 16, 2019

**RE:** **ACA ASSISTANCE CONTRACT (1094/1095 REPORTING)**

Please request mayoral approval to waive the request for proposal process (RFP) to have legislation placed on the next regularly scheduled meeting of the Common Council authorizing a contract for Affordable Care Act ("ACA") consulting & dashboard access services with CPI-HR.

Attached please find an ACA Assistance Agreement from CPI-HR offering the City ACA consulting and dashboard access services for a one-year period. Exhibit I describes the services, including, but not limited to: education and guidance, employee tracking information and services, cadillac tax assistance, dashboard access, and financial impact consulting.

Due to the potential for significant penalties for improper filing of ACA 1094 & 1095 forms, the necessity of accurate reporting and offer of coverage requirements; as well as the necessity of being able to track full-time equivalent employees in compliance with the ACA measurement methods, I recommend we waive the competitive bidding process to enter into a contract for ACA consulting and dashboard access services with CPI-HR for a one-year period. The amount shall not exceed \$19,000.00 for all services, payable in four (4) quarterly installments.

The expenditures for this proposed one year contract would be paid from Budget Account #590601.01.90600.

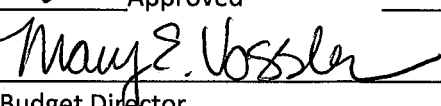
**Office of Personnel  
& Labor Relations**  
233 E. Washington St.  
City Hall, Room 312  
Syracuse, N.Y. 13202

Enclosures: ACA Assistance Agreement  
Exhibit I & II

Office 315 448-8780  
Fax 315 448-8761

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☒ Approved ☐ Disapproved

  
Budget Director

10-21-19  
Date

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This ACA Assistance agreement ("Agreement") is made September 20, 2019 (the "Effective Date") by and between City of Syracuse, (the "Client") and Corporate Plans, Inc. d/b/a as CPI-HR (the "Company").

Whereas, Client wishes to obtain the services described in Exhibit I from the Company on the terms as set forth herein; and

Whereas, Company wishes to provide such services to Client on the terms as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed, the parties hereto hereby agree as follow:

1. **Scope of Services** to be provided by Company. Company will provide the services described on Exhibit I (the "Services") to the Client with respect to the Patient Protection and Affordable Care Act ("ACA").
2. **Fees.** Client will pay to the Company the fees set forth on Exhibit II, as and when described in Exhibit II. It is acknowledged and understood that Client is solely and exclusively responsible for all taxes, fees and other assessments incurred by it under the ACA.
3. **Term.** This Agreement shall remain in effect until the first anniversary of the Effective Date, unless earlier terminated as described below; the term of this Agreement will thereafter automatically be extended for an additional term of one (1) year on each anniversary of the Effective Date, unless either party notifies the other, in writing, of its intention to terminate the Agreement as of the next anniversary of the Effective Date, which notice shall be delivered at least thirty (30) days prior to each anniversary of the Effective Date. The term of this Agreement as extended (if applicable) is referred to herein as the "Term." Notwithstanding the foregoing, the Agreement shall terminate immediately upon (i) breach of the Agreement that is not cured (if susceptible to cure) within five (5) business days or (ii) if the Services include access to the Dashboard (as defined on Exhibit I), the date the Company's license to access the Dashboard is terminated. Otherwise, either party may terminate this Agreement by providing thirty (30) days' advance written notice to the other. Notice of termination must be in writing and delivered by certified mail, return receipt requested or overnight carrier to the party's address of record.
4. **Personnel.** The Company is performing its Services as an independent contractor, and neither the Company nor any of its personnel shall be considered employees of the Client for any purpose. Company will assign its personnel according to the needs of the Client as the Company determines. Company retains the right to substitute personnel.
5. **Client's Responsibility.** Client will make available such information as may be reasonably requested for Company to perform the services contemplated herein, in a format as reasonably requested by Company. Such information will be provided promptly and will be correct and complete. Without in any way limiting any other provision of this Agreement, Client shall be solely and exclusively

responsible for the accuracy of all data provided to Company and shall indemnify Company and hold the Company harmless from any claims arising out of or related to the use of inaccurate data, including without limitation data Company re-formats on behalf of Client that is provided in a format that is inconsistent with Company's systems.

6. Not Legal Services. Client acknowledges, understands and agrees that neither the Company nor any consultant providing Services are engaged in the practice of law. The Dashboard does not provide legal services. The Services are not and shall not be deemed to be the provision of legal, tax, financial or similar advice of any kind. Client hereby represents and confirms that for all legal issues arising out of or related to the Services Client will consult with its own legal counsel and is not relying on the Company nor any of its employees or agents to provide legal advice. Company is not responsible for any advice, guidance or support provided to Client by any other entity or third party.

7. Confidentiality. All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party shall not disclose the Confidential Information of the disclosing party and will use at least the same degree of discretion and diligence in protecting such Confidential Information as it uses with respect to its own Confidential Information, but in no case less than reasonable care. For these purposes, Confidential Information will include but is not limited to, software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, materials, plans, projects, and other business information, and User Information); provided, however, that Confidential Information does not include any data or information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient prior to disclosure by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Neither party will disclose, release or otherwise make available to any third party Confidential Information of the other party except in order to perform its obligations pursuant to this Agreement. The confidentiality obligations of each party shall survive the termination of this Agreement.

8. DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT OF THE SERVICES CONTEMPLATED HEREIN BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE ACA. THE COMPANY WILL ENDEAVOR TO REMAIN UPDATED ON NEW DEVELOPMENTS IN THE ACA. THE COMPANY IS NOT A LAW FIRM AND DOES NOT OFFER LEGAL SERVICES NOR HIRE LAWYERS TRAINED IN THE INTERPRETATION OF THE LAW. THE SERVICES PROVIDED ARE NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CLIENT'S LAWYERS, ACTUARIES AND ADVISORS. A CHANGE IN DATA OR ASSUMPTIONS IS LIKELY TO YIELD A DIFFERENT OUTCOME. CLIENT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT AND NOT THE COMPANY IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ALL ASPECTS OF COMPLIANCE WITH THE ACA.

9. WARRANTY. The SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE SERVICES; AND (B) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE OR THAT ANY SYSTEMS USED BY THE COMPANY IN DELIVERING THE CONTEMPLATED SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS.

10. **Limitation of Liability; Indemnification.** Neither the Company nor its affiliates, officers, directors, employees or agents shall be liable under any claim, demand or action arising out of or relating to Client's reliance upon the information provided as part of the services contemplated herein. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including, without limitation, damages due to lost profits or business interruption, or other damages, even if they have been advised of the possibility of such loss or damages and whether or not such loss or damages is/are foreseeable and notwithstanding the failure of essential purpose of any limited remedy. Without limiting any of the foregoing terms, the Company's liability in connection with this Agreement shall not exceed, as to any claim, the fee referenced in Section 2 and actually paid to the Company, and, in the aggregate, ten thousand dollars (\$10,000). Client agrees to indemnify and hold the Company, its affiliates, officers, directors, employees and agents harmless from any claims, lawsuits, proceedings, costs, attorneys' fees, damages or other losses arising out of or relating to Client's use of the Services.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument. The parties hereto agree that this Agreement and any related documents may be executed by facsimile or digital signature, which will have the same effect as an original signature.

12. **Amendments and Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of the amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay in exercising any rights or privilege hereunder shall operate as a waiver thereof. No waiver of any right or privilege in respect to any occurrence or event on one occasion shall be deemed a waiver of such right or privilege in respect of such occurrence or event on any other occasion.

13. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, if any provision of this Agreement becomes inconsistent with any present or future law or regulation of any entity having regulatory jurisdiction over it, that provision shall be superseded or amended to conform to such law and regulation, but the remainder of this Agreement shall remain in full force and effect.

14. **Successors and Assigns.** This Agreement is binding upon the successors and assigns of the parties hereto. The Company may assign this Agreement to an affiliate or a successor in interest upon written notice to the Client.

15. **Notices.** Whenever any notice may be or is required to be given hereunder, such notice shall be in writing and sent by United States first class mail, postage prepaid; or by overnight delivery service,

where receipt is given, and addressed to such party at its last address appearing in the records of the party who is providing the notice; or by e-mailing such person at his, her or its last known e-mail address with a confirmation copy delivered in accordance with this provision.

16. **Governing Law; Jurisdiction.** This Agreement shall be governed by the laws of Ohio, without regard to principles of conflicts of law. Venue for any action under this Agreement shall be in the state or federal courts located in Cleveland, OH. User consents to such jurisdiction and will not challenge jurisdiction on any grounds including without limitation forum non conveniens.

17. **Entire Agreement.** This Agreement contains the entire Agreement between the Company and User related to the subject matter hereof and supersede all prior agreements, proposals or representations, whether written or oral, between the parties relating to the subject matter of this Agreement. All schedules and exhibits hereto are intended to be and hereby are specifically made a part of this Agreement.

18. **Third-Party Beneficiaries.** No provision of this Agreement shall confer upon any person, including but not limited to, Clients, other than the parties hereto any rights or remedies hereunder.

[City of Syracuse]

Corporate Plans, Inc. d/b/a CPI-HR

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Exhibit I

Services

If "ACA Consulting" or "ACA Consulting and Dashboard Access" is selected above, the Services will include ACA Consulting Services, in accordance with the following:

I. **Education and ACA Guidance—the Company will:**

o Provide guidance and general education to those employees of the Client whom Client identifies on the general requirements of the ACA (including the regulatory and sub-regulatory guidance promulgated thereunder);

o Recommend general ACA compliance strategies, including the development of an ACA compliance action plan;



- o Develop generally accepted practices and procedures for ACA compliance;
  - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
  - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
- o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
  - o Provide guidance on regulatory tracking and filing requirements under the ACA;
  - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
  - o Provide Client access to historical data and reports; and
  - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting). We will deliver a printable version of the 1095's. Option for print and mail is available and is outlined in the "Fee" section.
- III. Cadillac Tax—provide Client with predictive modeling with respect to the ACA's Cadillac Tax based on current plans, enrollment and past plan performance.
- o Using Company Cadillac Tax Calculator, we will provide a cost analysis with financial impact projections for Client, based on data provided by Client and currently available federal guidance.
- IV. Union education meetings—assist with union relationships related to ACA compliance:
- o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
  - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
  - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- V. Financial Impact Consulting—
- o Consult with Client concerning ACA questions and concerns;
  - o Examine the cost of penalties versus providing coverage;
  - o Estimate the potential cost for covering a higher number of participants on the plan;
  - o Project financial impacts of those who become eligible; and
  - o Discuss market alternatives for minimum value plan for variable hour employees.

- o Develop generally accepted practices and procedures for ACA compliance;
  - o Provide, as applicable, guidance on updates to ACA legislation and regulatory and sub-regulatory guidance as the same may be received by the Company; and
  - o Provide general guidance support with respect to questions under the ACA.
- II. Employee tracking information and services—electronic ACA software platform designed to:
- o Provide guidance on variable hour employee measurements (standard measurement, administrative and stability periods);
  - o Provide guidance on regulatory tracking and filing requirements under the ACA;
  - o Assist Client with the development of a system to track group health insurance plan eligibility using tracking system and payroll information provided by Client;
  - o Provide Client access to historical data and reports; and
  - o Assist client with the timely filing of forms required by Code Sections 6055 and 6056 (1094 & 1095 reporting). We will deliver a printable version of the 1095's. Option for print and mail is available and is outlined in the "Fee" section.
- III. Cadillac Tax—provide Client with predictive modeling with respect to the ACA's Cadillac Tax based on current plans, enrollment and past plan performance.
- o Using Company Cadillac Tax Calculator, we will provide a cost analysis with financial impact projections for Client, based on data provided by Client and currently available federal guidance.
- IV. Union education meetings—assist with union relationships related to ACA compliance:
- o Meet with Union representatives on a quarterly basis to address ACA and plan education concerns;
  - o Provide non-legal guidance on ACA compliance issues that arise in collective bargaining agreements;
  - o Assist Client with strategy for Union Negotiations relative to ACA compliance
- V. Financial Impact Consulting—
- o Consult with Client concerning ACA questions and concerns;
  - o Examine the cost of penalties versus providing coverage;
  - o Estimate the potential cost for covering a higher number of participants on the plan;
  - o Project financial impacts of those who become eligible; and
  - o Discuss market alternatives for minimum value plan for variable hour employees.

## Exhibit II

### ACA Consulting Services

Client will pay the Company **\$19,000** for the ACA Consulting Services described in Exhibit I, which will be provided during the first year of the Term. This fee is payable in four (4) quarterly installment payments, due on 10/15/19, 2/15/20, 5/15/20 and 8/15/20. We will deliver the 1095's in a PDF format to the City to print and mail. The 1094 will be electronically filed by CPIHR on the City's behalf and a copy of the filing will be delivered to the City for its records.

### General Payment Terms

Payment is due upon receipt of an invoice (for Dashboard access) and/or on the date(s) listed above for ACA Consulting Services. Accounts are delinquent if not paid within thirty (30) days. In the event any balance is delinquent, the Company may recover the amounts due, with interest at 1% per month and may terminate all Services (including Client's access to the Dashboard) without further notice.

Client shall be solely and exclusively responsible for all fees, assessments, taxes, penalties or other amounts due of whatever kind or nature attributable to any Report.

In the event this Agreement is terminated prior to the one year anniversary of the Effective Date of this Agreement and the Services include access to the Dashboard, Client shall repay to the Company all costs incurred by the Company in setting up Client's access to the Dashboard. Upon any termination of this Agreement, client will promptly pay promptly to the Company all amounts due under the Agreement and shall not be entitled to a refund of any amounts paid prior to the date of the termination.

Fees for any renewed Term shall be on the same terms as provided in this Exhibit II, unless both parties sign an amendment to this Exhibit II.

323182

**Ordinance No.**

**2019**

**ORDINANCE AUTHORIZING ABANDONMENT  
OF A PORTION OF WEST COURT STREET**

WHEREAS, this Common Council on October 21, 2019, adopted an ordinance declaring its intention to abandon and discontinue for street purposes a portion of the 400 Block of Tracy Street, Syracuse, New York, and by said ordinance directed the City Clerk to publish a notice of hearing thereon to be held before the Common Council at its Chambers in the City Hall, on November 18, 2019, at 1:00 p.m., and such hearing having been held as specified in said notice and by law; NOW, THEREFORE,

BE IT ORDAINED, that the following portion of the 400 Block of Tracy Street, as shown on Appendix "A", be and hereby is abandoned and discontinued for street purposes in the City of Syracuse, New York, effective immediately.

A RESOLUTION RECOMMENDING APPROVAL OF A STREET ABANDONMENT  
TO ABANDON A PORTION OF THE 400 BLOCK OF TRACY STREET

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 16<sup>th</sup> day of September, 2019, adopt the following resolution:

- WHEREAS, the petitioner, Erie Place Associates, LLC, is requesting the City of Syracuse to abandon a 204.82-foot long portion of the 400 Block of Tracy Street right-of-way adjacent to 648-62 Erie Boulevard West pursuant to Part C, Section I, Article 3 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on August 26 and September 16, 2019, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, adjacent and neighboring properties to the south, east, and west lie within an Industrial, Class A zoning district; neighboring properties to the north lie within a Planned Institutional District zoning district; and
- WHEREAS, the application included a proposed abandonment map dated May 7, 2019, which illustrates 5,530.7 square feet along the south side of Tracy Street, just east of Van Rensselaer Street and adjacent to the north side of property situated at 648-62 Erie Boulevard West, to be conveyed by the City of Syracuse to the petitioner; and
- WHEREAS, the purpose of the abandonment is to establish additional parking for tenants of the 620 Erie Boulevard West Office Building; and
- WHEREAS, the application included a proposed site plan dated February 18, 2019, and last revised on February 20, 2019, which illustrates 18 off-street diagonal parking spaces located within the proposed abandonment area which appear to be back-in spaces (assuming Tracy Street is a two-way street); one of the parking spaces encroaches onto the adjacent property to the east; and
- WHEREAS, the proposal was submitted to various City and civil departments and agencies for review, to include, but not limited to the City of Syracuse Departments of Assessment, Engineering, Fire, Neighborhood and Business Development, Police, Public Works, and Water, Corporation Counsel, and National Grid; and
- WHEREAS, the City of Syracuse Department of Water requested the petitioner revise the survey to correctly illustrate a water main on Tracy Street; and
- WHEREAS, National Grid identified a requirement for the petitioner to establish an easement prior to the sale of the property to insure rights to any and all of their existing gas and electric facilities; and

WHEREAS, the applicant identified five previous approvals of the City of Syracuse approving abandonments of portions of Tracy Street;

- the City Planning Commission recommended approval of an abandonment of a 240.15-foot long portion of the 300 Block of Tracy Street adjacent to 538 Erie Boulevard West (S-01-04) on January 7, 2002;
- the City Planning Commission recommended denial of an abandonment of a 467-foot long portion of the 400 block of Tracy Street adjacent to 620 Erie Boulevard West (S-02-01) on May 13, 2002, which was subsequently approved by the Common Council on May 28, 2002 (328-2002);
- the City Planning Commission recommended approval of an abandonment of a 290-foot long portion of the 200 block of Tracy Street adjacent to 500 Erie Boulevard West (S-04-06) on March 21, 2005;
- the City Planning Commission recommended approval of an abandonment of a 100-foot long portion of the 400 Block of Tracy Street just west of Leavenworth Avenue (S-09-01) on March 17, 2009;
- the City Planning Commission recommended approval of an abandonment of a portion of the 500 block of Tracy Street (S-14-04) on March 16, 2015; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is an Unlisted Action and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and

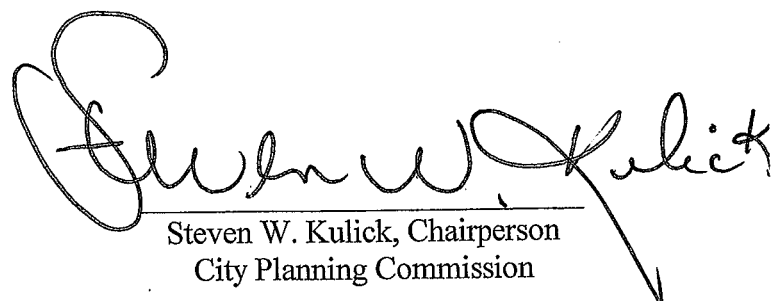
NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 16<sup>th</sup> day of September, 2019, RECOMMEND APPROVAL of an abandonment of 5,530.7 square feet of the 400 Block of Tracy Street right-of-way adjacent to 648-62 Erie Boulevard West as shown on the plans entitled;

- Proposed Abandonment – Portion of Tracy Street \* City of Syracuse \* Adjacent and Contiguous to No.630 Erie Boulevard West, City of Syracuse, County of Onondaga, State of New York; prepared by: Richard J. Lighton, Licensed Land Surveyor; dated: May 7, 2019; last revised: Aug. 12, 2019; scaled: 1"=20';

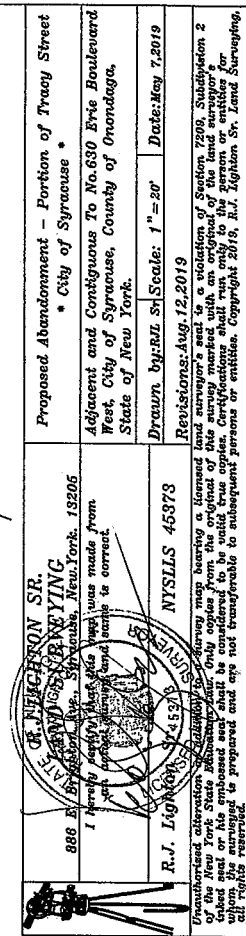
BE IT FURTHER RESOLVED that said property being more specifically described on the attached legal description;

BE IT FURTHER RESOLVED that this recommendation for approval is subject to any and all applicable permissions, approvals, permits, and/or agreements that may be deemed necessary by any municipal and/or public agencies;

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



Steven W. Kulick, Chairperson  
City Planning Commission







Project: S-19-01Date: 9/6/2019

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

**Part 2 is to be completed by the Lead Agency.**

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

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

Project: 5-19-01

Date: 9/16/2019

### Short Environmental Assessment Form

#### Part 3 Determination of Significance

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
City of Syracuse Planning Commission		9/16/2019
Name of Lead Agency		Date
Heather A. Lamendola		Zoning Administrator
Print or Type Name of Responsible Officer in Lead Agency		Title of Responsible Officer
Signature of Responsible Officer in Lead Agency		Signature of Preparer (if different from Responsible Officer)

PRINT FORM



# Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

Heather Lamendola  
Zoning Administrator

September 26, 2019

Mr. John P. Copanas  
City Clerk  
230 City Hall  
Syracuse, New York 13202

Re: S-19-01 Street Abandonment of a Portion of Tracy Street

Dear Mr. Copanas;

On September 16, 2019, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

No one spoke in favor of the proposal. One person spoke in opposition to the proposal.

The proposed abandonment was referred to various City Departments and Agencies for review. The Department of Public Works recommended that the proposed abandonment be denied as it would adversely affect any public improvements. Received comments are attached and include, but are not limited to;

- new street line should line up with past abandonments on Tracy Street;
- several existing site/right-of-way deficiencies must be corrected to include, but not limited to sidewalks;
- submission of a stormwater pollution prevention plan as may be required;
- limitations to future streetscape designs;
- National Grid requires an easement in place to insure access to any and all of their existing gas/electric facilities.

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

Sincerely,

Heather A. Lamendola  
Zoning Administrator

Office of Zoning  
Administration  
201 E. Washington St.  
Room 101  
Syracuse, N.Y. 13202  
Office 315 448 8640  
zoning@syr.gov.net  
www.syr.gov.net

Encls: (6)

Owner: City of Syracuse  
Department of Assessment  
City Hall, Room 130  
233 East Washington Street  
Syracuse, New York 13202

Petitioner: Erie Place Associates, LLC  
2 Clinton Square, Suite 120  
Syracuse, New York 13202

General Ordinance No.

2019

**ORDINANCE APPROVING DESIGNATION OF  
PROPERTY SITUATED AT 429 NORTH STATE  
STREET AS A PROTECTED SITE**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on October 7, 2019, approving the application of the Syracuse Landmark Preservation Board, petitioner, for the designation of property located at 429 North State Street, Syracuse, New York, as a protected site, pursuant to Part C, Section VII, Articles 5 and 8 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions therein stated, be and the same is hereby approved as set forth in said Resolution, namely:

A RESOLUTION RECOMMENDING APPROVAL  
OF THE DESIGNATION OF PROPERTY SITUATED AT 429 NORTH STATE STREET  
AS A PROTECTED SITE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7<sup>th</sup> day of October, 2019, adopt the following resolution:

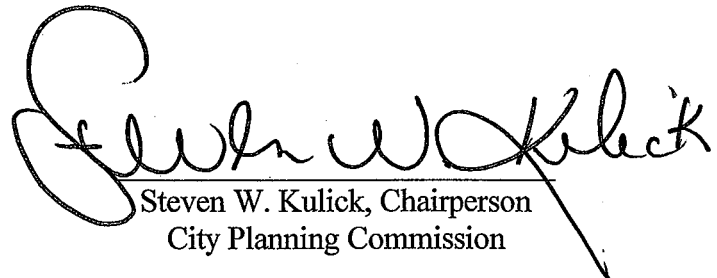
- WHEREAS, the petitioner, the Syracuse Landmark Preservation Board, is petitioning the City of Syracuse to designate the property located at 429 North State Street as a Protected Site pursuant to Part C, Section VII, Articles 5 and 8 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on October 7, 2019, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, the subject property is a regular-shaped, corner lot with approximately 55 feet of frontage on North State Street and 73 feet of frontage on East Belden Avenue; and
- WHEREAS, the property lies within a Commercial, Class A zoning district, as do the adjacent and neighboring properties to the north, south, and west; neighboring properties to the east lie within the (St. Joseph's Hospital) Planned Institutional District zoning district; and
- WHEREAS, land use in the area consists primarily of commercial uses; and
- WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Northside neighborhood, as Urban Commercial; and
- WHEREAS, the requested designation has been compelled by a request from the property owner to demolish the existing structure; and
- WHEREAS, the subject property currently contains an existing structure constructed in 1904 by Angel Angeloro, a successful businessman and property owner on the city's north side, and is one of the last known "tied house" for the Bartel Brewing Company; the property is an excellent example of early 20<sup>th</sup> century commercial/residential architecture that retains integrity of location, design, setting, materials, workmanship, feeling, and association; and
- WHEREAS, pursuant to Part C, Section VII, Article 8 of the City of Syracuse Zoning Rules and Regulations, as amended, prior to filing a demolition application, the property owner petitioned a review by the Syracuse Landmark Preservation Board, which held a Public Hearing on July 18, 2019, to determine whether the subject property should be designated as a Protected Site; and

WHEREAS, the Syracuse Landmark Preservation Board found that the subject property meets Criteria 1, 2, and 3 for designation as defined by Part C, Section VII, Article 5 of the City of Syracuse Zoning Rules and Regulations, as amended; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is a Type II Action, and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7<sup>th</sup> day of October, 2019, RECOMMEND APPROVAL of the petition of the Syracuse Landmark Preservation Board to designate the property situated at 429 North State Street as a Protected Site pursuant to Part C, Section VII, Articles 5 and 8 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

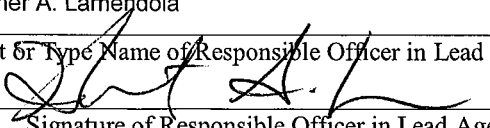


Steven W. Kulick, Chairperson  
City Planning Commission

Agency Use Only [If applicable]	
Project:	PS-19-01
Date:	10-7-2019

### Short Environmental Assessment Form Part 3 Determination of Significance

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

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
City of Syracuse Planning Commission	
Name of Lead Agency Heather A. Lamendola	10-7-2019 Date
Print or Type Name of Responsible Officer in Lead Agency 	Zoning Administrator Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



# Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

3338

Heather Lamendola  
Zoning Administrator

October 9, 2019

Mr. John P. Copanas  
City Clerk  
230 City Hall  
Syracuse, New York 13202

Re: PS-19-01 Protected Site Designation on property situated at 429 North State Street

Dear Mr. Copanas;

On October 7, 2019, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

Five people spoke in favor of the proposal. One person spoke in opposition to the proposal.

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

Sincerely,

Heather A. Lamendola  
Zoning Administrator

Encls: (6)

Owner: Tino Marcoccia  
200 James Street  
Syracuse, New York 13206

Petitioner: The Syracuse Landmark Preservation Board  
201 East Washington Street, Room 512  
Syracuse, New York 13202

Office of Zoning  
Administration  
201 E. Washington St.  
Room 101  
Syracuse, N.Y. 13202  
Office 315 448 8640  
zoning@syrgov.net

www.syrgov.net

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39



34 34

General Ordinance No.

2019

**ORDINANCE APPROVING A SPECIAL PERMIT  
FOR USED MOTOR VEHICLE SALES AND  
LIGHT-DUTY MOTOR VEHICLE REPAIR ON  
PROPERTY SITUATED AT 608-610 HIAWATHA  
BOULEVARD EAST**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on October 7, 2019, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of Jamal Alqaraghuli, owner and applicant, for a special permit for used motor vehicle sales and light-duty motor vehicle repair on property situated at 608-610 Hiawatha Boulevard, Syracuse, New York, pursuant to Part B, Section V, Article 1, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING A SPECIAL PERMIT FOR USED MOTOR VEHICLE SALES  
AND LIGHT-DUTY MOTOR VEHICLE REPAIR ON PROPERTY SITUATED AT  
608-610 HIAWATHA BOULEVARD EAST

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7<sup>th</sup> day of October, 2019, adopt the following resolution:

- WHEREAS, the applicant, Jamal Alqaraghuli, is requesting a Special Permit for Used Motor Vehicle Sales and Light-Duty Motor Vehicle Repair on property situated at 608-610 Hiawatha Boulevard East pursuant to Part B, Section V, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on September 16 and October 7, 2019, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, the subject property is a regular-shaped, corner lot with 132 feet of frontage on Hiawatha Boulevard East and 92 feet of frontage on Second North Street; and
- WHEREAS, the property lies within a Commercial, Class A zoning district, as do a few neighboring properties to the north; adjacent and neighboring properties to the north and east lie within a Residential, Class B zoning district; neighboring properties to the east, along Wolf Street lie within a Business, Class A zoning district; neighboring properties to the south lie within a Commercial, Class B zoning district; neighboring properties to the west lie within an Industrial, Class A zoning district; and
- WHEREAS, land use in the area consists of a mix of residential, commercial, and office uses; and
- WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Northside neighborhood, as Industrial Legacy; and
- WHEREAS, the hours of operation will be Monday through Saturday from 9:00 a.m. until 5:00 p.m., with a maximum of three employees on premises at one time; and
- WHEREAS, the applicant is proposing to install one, 32-square foot wall sign; and
- WHEREAS, the application included a site plan and a site planting plan (Sheets SK-1 and SK-1P) dated April 20, 2019, and last revised on September 28, 2019, which illustrate a new sales and service building, an asphalt parking lot with 14 accessory parking spaces enclosed by a four-inch curb, a 22-foot wide driveway, and landscaping; and
- WHEREAS, the application included first and second floor plans (Sheet SK-2) dated April 20, 2019, which illustrate three service bays, a sales area, two offices, two break areas, and two restrooms; and

WHEREAS, the application included an elevation plan (Sheet SK-3) last revised on October 8, 2019, which illustrates the location of the proposed wall sign, three overhead doors, exterior lighting, and finishing materials; and

WHEREAS, the proposal was submitted to various City Departments and agencies for review; and

WEHEREAS, the proposal was reviewed by the Onondaga County Planning Board pursuant to GML §239-l, m and n.; said Board recommended two modifications to the proposal and offered one comment; pursuant to GML § 239-m, paragraph 5, the City Planning Commission shall not act contrary to the recommendation of the Onondaga County Planning Board except by a vote of a majority plus one of all the members thereof; and

WHEREAS, the City Planning Commission may permit the utilization of land by one or more of the Special Permit Uses enumerated in the City of Syracuse Zoning Rules and Regulations, as amended, subject to appropriate and reasonable conditions and safeguards tending to promote the intent of such rules and regulations; and

WHEREAS, each specific use for which a permit is sought shall be considered as an individual case and shall conform to the detailed application of the following standards in a manner appropriate to the particular circumstances of such use:

- the nature and size of the use, the nature and intensity of the operations involved in or conducted in connection with it, its site layout, and its relation to streets giving access to it shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection with such use will not be hazardous or detrimental to the predominant character of the neighborhood or to the normal traffic of the neighborhood;
- the nature, location, size, intensity and site layout of the use shall be in harmony with the appropriate and orderly development of the area in which it is situated and that its operation shall not be detrimental by reason of dust, noise, odor, fumes, explosion, glare or otherwise;
- the location and height of buildings, the location, nature and height of walls, fences and other structures, and the nature and extent of drainage and landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of the adjacent lands and buildings, nor impair the value thereof; and

WHEREAS, the City of Syracuse Zoning Rules and Regulations, as amended, do not include any use specific regulations for Used Motor Vehicle Sales or Light-Duty Motor Vehicle Repair; and

WHEREAS, pursuant to the New York State Environmental Quality Review Act, the City Planning Commission has reviewed the subject proposal, which is an Unlisted Action and has determined that it will have no significant environmental impact based on the limited magnitude of the proposal, and therefore has issued a negative declaration; and

WHEREAS, due consideration was given to the necessity, adequacy, and character of the proposed development, and vehicular and pedestrian circulation within the immediate vicinity; and

WHEREAS, the proposed use is so located as not to be detrimental to adjoining zoning districts and permitted uses; and

WHEREAS, the proposed use will not create hazardous or obnoxious conditions, and the public health, welfare, and safety will be protected; and

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

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 7<sup>th</sup> day of October, 2019, APPROVE the application of Jamal Alqaraghuli for a Special Permit for Used Motor Vehicle Sales and Light-Duty Motor Vehicle Repair on property situated at 608-610 Hiawatha Boulevard East pursuant to Part B, Section V, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
  - Location Survey (Sheet SK-0); Part of Lots 1, 2, 3, 4, in Block No. 18, City of Syracuse; known as No. 608-610 East Hiawatha Boulevard; prepared by: Douglas R. Lehr, Licensed Land Surveyor; dated: 9 Feb 2015; scaled: 1"=20';
  - Site Plan (Sheet SK-1); Proposed Hiawatha Auto Sales, 608-610 Hiawatha Blvd; prepared by: Thomas J. DiTullio, Registered Architect; dated: 4/20/19; revised: 9/28/19; scaled: 1"=10'-0";
  - Site Planting Plan (Sheet SK-1P); Proposed Hiawatha Auto Sales, 608-610 Hiawatha Blvd; prepared by: Thomas J. DiTullio, Registered Architect; dated: 4/20/19; revised: 9/28/19; scaled: 1"=10'-0";
  - First and Second Floor Plan (Sheet SK-2); Proposed Hiawatha Auto Sales, 608-610 Hiawatha Blvd; prepared by: Thomas J. DiTullio, Registered Architect; dated: 4/20/19; scaled: 1/4"=1'-0";
  - Elevations (Sheet SK-3); Proposed Hiawatha Auto Sales, 608-610 Hiawatha Blvd; prepared by: Thomas J. DiTullio, Registered Architect; dated: 4/20/19; last revised: 10/8/19; scaled: 1/4"=1'-0";

4. Signage for the proposal is limited to one, 32-square foot wall sign, as noted in condition number three above;

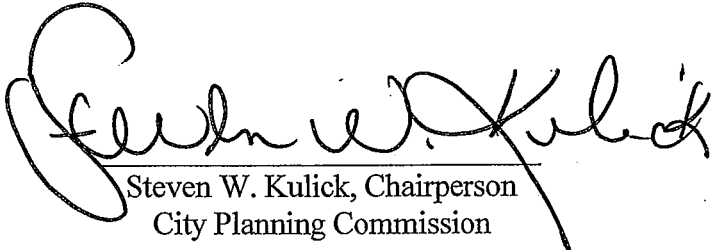
5. Any exterior lighting of the subject proposal shall be designed, located and maintained so as to prevent any direct rays of light from shining beyond the boundaries of the subject property;

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

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

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

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



Steven W. Kulick, Chairperson  
City Planning Commission

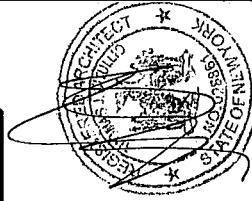
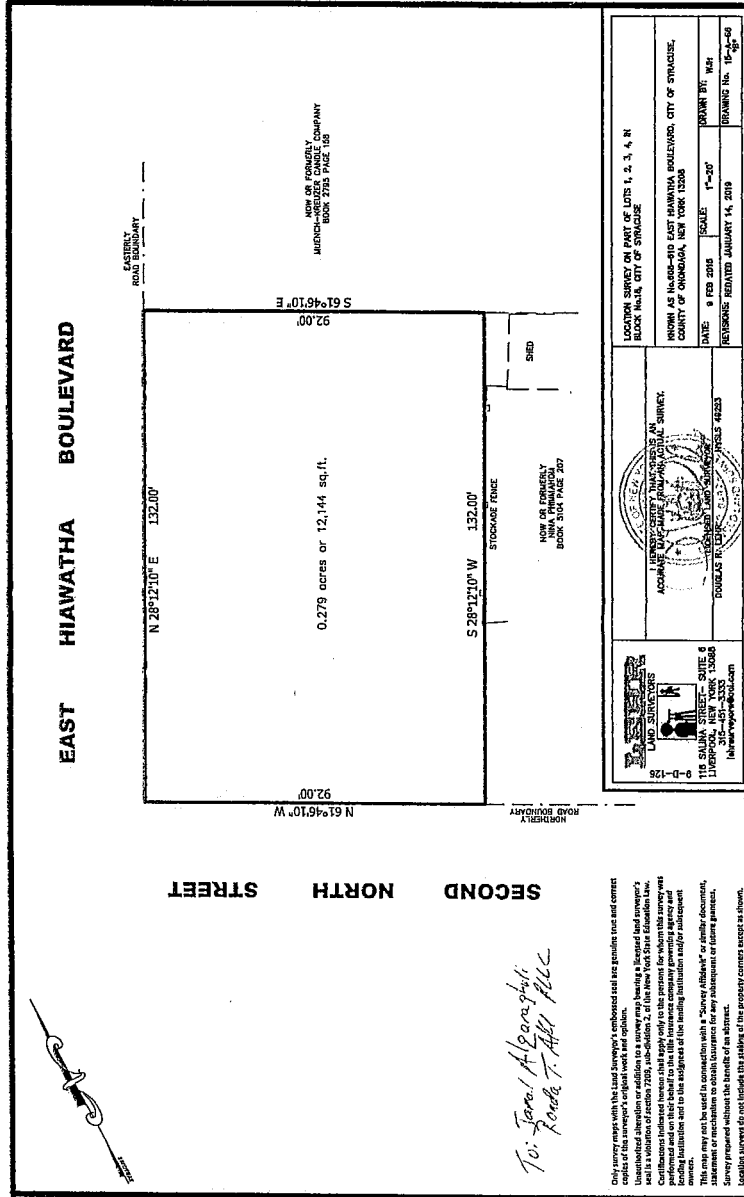
THOMAS J. DITULLIO  
ARCHITECT  
837 WHITE ST., SYRACUSE, N.Y. 13204  
Phone 315-427-1937  
Email: thomasjditullio@aol.com

PROPOSED HIAWATHA  
AUTO SALES  
608-610 HIAWATHA BLVD  
SYRACUSE, NY

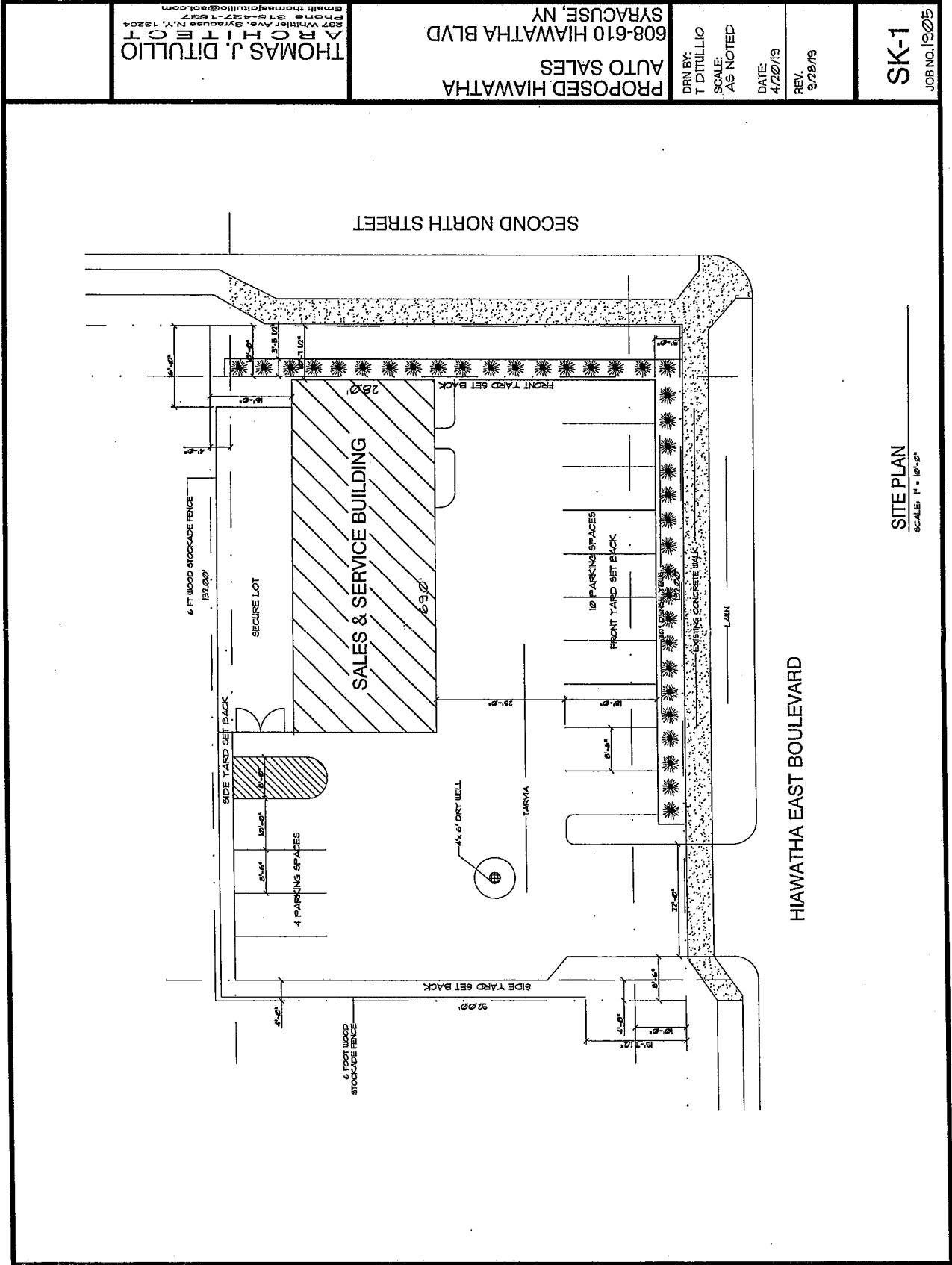
DRN BY:  
T DITULLIO  
SCALE:  
AS NOTED

DATE:  
4/20/13  
REV.

SK-0  
JOB NO. 1305



SURVEY  
SCALE: AS NOTED



SITE PLAN  
SCALE: 1" = 10'-0"

HIAWATHA EAST BOULEVARD

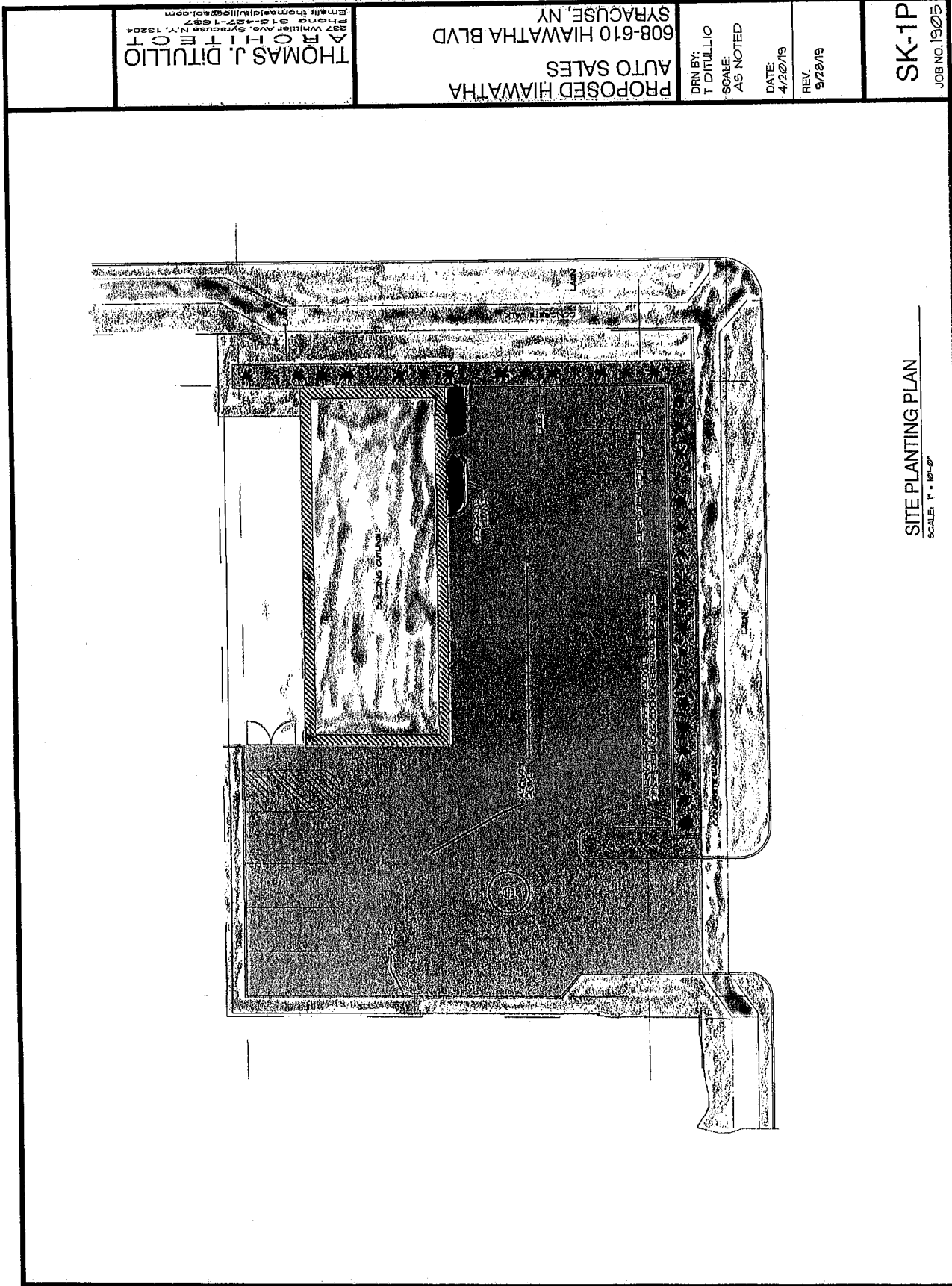
SK-1  
JOB NO. 1305

DATE: 4/20/19  
REV: 9/29/19

DRN BY: T DITULLIO  
SCALE: AS NOTED

PROPOSED HIAWATHA  
AUTO SALES  
608-610 HIAWATHA BLVD  
SYRACUSE, NY

THOMAS J. DITULLIO  
ARCHITECT  
207 WHITIER AVE., SYRACUSE, N.Y. 13204  
PHONE: 315-452-1437  
EMAIL: thomasjd@tditullo.com



SITE PLANTING PLAN

SCALE: 1" = 10'-0"

SK-1P

JOB NO. 1905

PROPOSED HIAWATHA  
AUTO SALES  
608-610 HIAWATHA BLVD  
SYRACUSE, NY

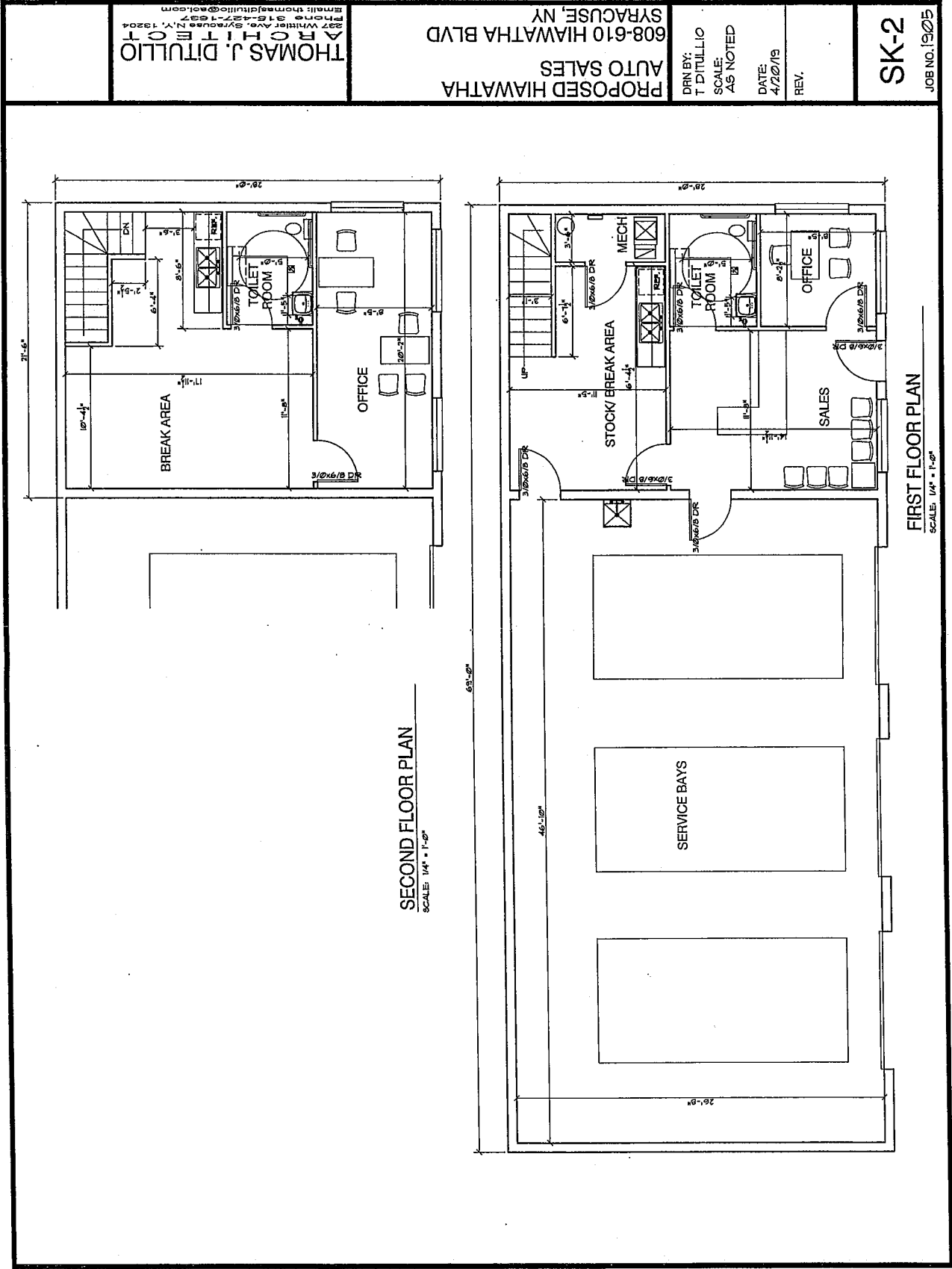
DRN BY:  
T. DITULLIO  
SCALE:  
AS NOTED

DATE:  
4/20/13

REV:  
9/28/13

THOMAS J. DITULLIO  
ARCHITECT  
237 WHITIER AVE., SYRACUSE, NY 13204  
PHONE 315-437-1837  
EMAIL thomas@ditullio.com





THOMAS J. DITULLIO  
ARCHITECT  
237 WHITIER AVE., SYRACUSE, N.Y. 13204  
Phone 315-427-1637  
Email: thomasjditullio@aol.com

PROPOSED HIAWATHA  
AUTO SALES  
608-610 HIAWATHA BLVD  
SYRACUSE, NY

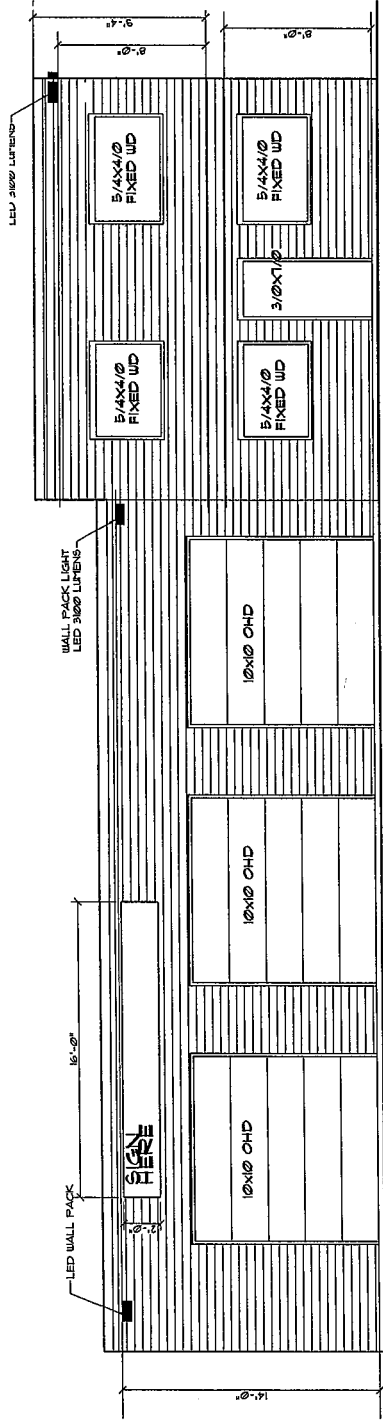
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T DITULLIO  
SCALE:  
AS NOTED

DATE:  
4/20/19

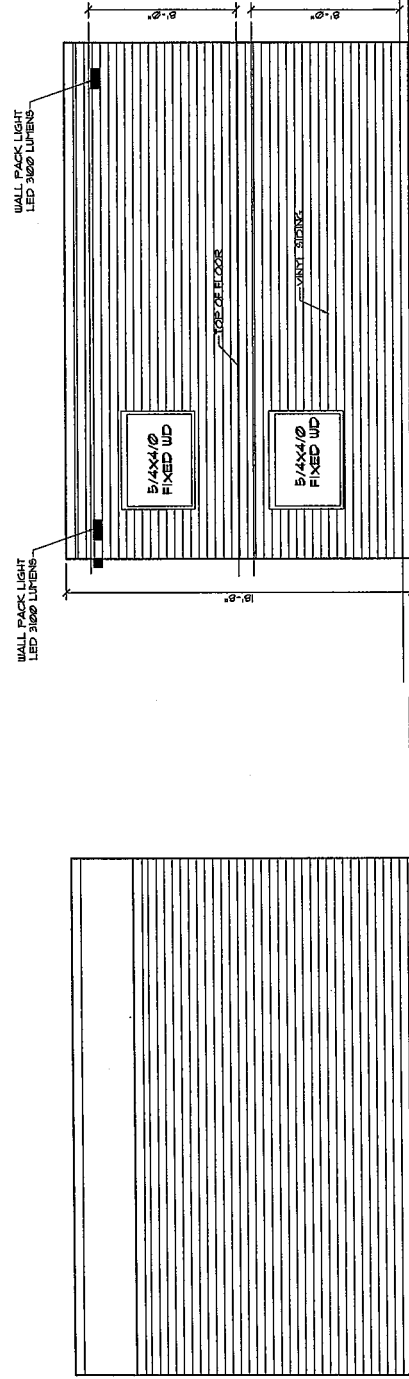
REV.  
3/24/19  
B/S/16

SK-3

JOB NO. 1905



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



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

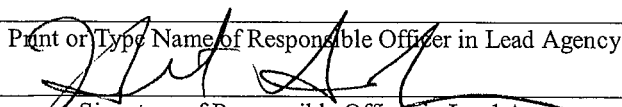
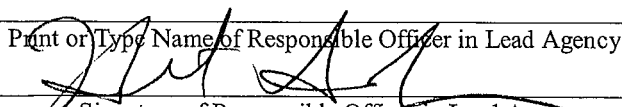
LEFT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"

Project: SP-19-19Date: 10-7-2019

### *Short Environmental Assessment Form*

#### *Part 3 Determination of Significance*

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

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Syracuse Planning Commission	
<div style="text-align: center;">Name of Lead Agency</div> Heather A. Lamendola	<div style="text-align: center;">Date</div> <u>10-7-2019</u>
<div style="text-align: center;">Print or Type Name of Responsible Officer in Lead Agency</div> 	<div style="text-align: center;">Title of Responsible Officer</div> Zoning Administrator
<div style="text-align: center;">Signature of Responsible Officer in Lead Agency</div> 	<div style="text-align: center;">Signature of Preparer (if different from Responsible Officer)</div>

**PRINT FORM**



# Office of Zoning Administration

CITY OF SYRACUSE, MAYOR BEN WALSH

3434

Heather Lamendola  
Zoning Administrator

October 8, 2019

Mr. John P. Copanas  
City Clerk  
230 City Hall  
Syracuse, New York 13202

Re: SP-19-19 Special Permit for Used Motor Vehicle Sales and Light-Duty Motor Vehicle Repair on property situated at 608-610 Hiawatha Boulevard East

Dear Mr. Copanas;

On October 7, 2019, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

No one spoke in favor of the proposal. Five people spoke in opposition to the proposal.

No waivers from the City of Syracuse Zoning Rules and Regulations, as amended, were necessary as part of this approval.

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

Sincerely,

Heather A. Lamendola  
Zoning Administrator

Ends: (6)

Owner/Applicant: Jamal Alqaraghuli  
925 7<sup>th</sup> North Street, #C-56  
Liverpool, New York 13090

Office of Zoning  
Administration  
201 E. Washington St.  
Room 101  
Syracuse, N.Y. 13202  
Office 315 448 8640  
zoning@syr.gov.net

www.syr.gov.net

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23

Ordinance No.

2019

**ORDINANCE AUTHORIZING AGREEMENT  
WITH THE ENERGY IMPROVEMENT  
CORPORATION TO IMPLEMENT THE  
ENERGIZE NY OPEN C-PACE FINANCING  
PROGRAM**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the Energy Improvement Corporation (EIC), a local development corporation, to implement the Energize NY Open C-PACE Financing Program; this program will allow the EIC, acting on behalf of the City and the New York State Energy Research Development Authority, to make funds available to qualified property owners to fund renewable energy systems and energy efficiency measures on commercial properties; and

BE IT FURTHER ORDAINED, that said agreement shall be at no cost to the City; and

BE IT FURTHER ORDAINED, that said agreement shall be in substantially the same form as the Agreement attached hereto as "Appendix A" subject to the approval of the Corporation Counsel as to other terms and conditions deemed in the best interest of the City of Syracuse.



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

35

21 October 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

Mr. John P. Copanas  
City Clerk  
Room 231, City Hall  
Syracuse, NY 13202

**RE: Request for Legislation**

Dear Mr. Copanas:

Please prepare appropriate legislation to authorize the Mayor to enter into an agreement with the EIC to implement the Energize NY Open C-PACE Financing Program at no cost to the City.

This program will allow the Energy Improvement Corporation (EIC), a local development corporation, acting on behalf of the City and the New York State Energy Research and Development Authority, to make funds available to qualified property owners to fund renewable energy systems and energy efficiency measures on commercial properties. A draft of this agreement is attached.

This is enacted pursuant to Local Law No. 8 of 2019, which has been filed with the New York State Bureau of Records.

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Very truly yours,

David M. Clifford, Commissioner  
cc: Evan Helgesen, Special Assistant to the Mayor

Attachment (36 pages)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

16



# Office of Management & Budget

CITY OF SYRACUSE, MAYOR BEN WALSH

**Mary E. Vossler**  
Director

**Julie Castellitto**  
Assistant Director

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *MEV*  
**DATE:** October 21, 2019  
**SUBJECT:** Agreement with the Energy Improvement Corporation

---


On behalf of the Department of Assessment, I am requesting to enter into an agreement with the Energy Improvement Corporation (EIC) to implement the Energize NY Open C-PACE Financing Program at no cost to the City.

This program will allow the Energy Improvement Corporation (EIC), a local development corporation, acting on behalf of the City and the New York State Energy Research and Development Authority, to make funds available to qualified property owners to fund renewable energy systems and energy efficiency measure on commercial properties. A draft of this agreement is attached.

This is enacted pursuant to the Local Law No. 8 of 2019, which has been filed with the New York State Bureau of Records.

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

10/22/19  
Date

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

Office 315 448-8252  
Fax 315 448-8116

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

**MUNICIPAL AGREEMENT**

**BETWEEN**

**ENERGY IMPROVEMENT CORPORATION**

**AND**

**[PARTICIPATING MUNICIPALITY]**

**RELATING TO**

**— ENERGIZE NY OPEN C-PACE FINANCING PROGRAM**

**DATED AS OF \_\_\_\_\_, 2019**



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**ENERGY IMPROVEMENT CORPORATION  
MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "*Agreement*"), by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York (the "*Participating Municipality*") and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("*EIC*") (both the Participating Municipality and EIC may hereinafter be referred to individually as a "*Party*" and collectively as the "*Parties*"), sets forth the duties and obligations of each Party in connection with the Participating Municipality's participation in the Energize NY Open C-PACE Financing Program ("*Open C-PACE*" or the "*Program*"), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. Definitions.**

"Annual Installment Amount" means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

"Authority" means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

"Benefit Assessment" means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

"Benefit Assessment Lien" means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

"Benefited Property" means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

"Benefited Property Owner" means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

"Business Day" means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

"Eligible Costs" means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC's Program administration fee, closing costs and fees, title and appraisal fees, professionals' fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

"Enabling Act" means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

"Energy Audit" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Energy Efficiency Improvement" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Finance Agreement" means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

"Financing Charges" means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

"Financing Party" means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

"Loan" means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.

"Local Law" means Local Law No. \_\_\_ of the City of Syracuse enacted pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

"Municipal Lien" means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services or benefits to a Benefited Property.

"Non-Municipal Lien" means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

"Policies and Procedures" shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

"Qualified Project" means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

"Qualified Property" means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

"Qualified Property Owner" means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

"Renewable Energy Systems" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Renewable Energy System Feasibility Study" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"RPTL" means the Real Property Tax Law of the State, as amended from time to time.

"State" means the State of New York.

## **2. Representation and Warranties of the Parties.**

(a) EIC.

(i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of

the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

- (ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

- (i) *Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.
- (ii) *Adoption of Local Law.* The Participating Municipality has on \_\_\_\_\_ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.
- (iii) *Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.
- (iv) *Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to

third-party capital providers in connection with the financing of Qualified Projects.

- (v) *Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.
- (vi) *No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality: (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.
- (vii) *No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

### 3. Obligations of EIC.

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

(a) Program Requirements.

- (i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.
- (ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.
- (iii) Prepare and deliver to the Participating Municipality by February 15<sup>th</sup> of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31<sup>st</sup> of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:
  - A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);
  - B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;
  - C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;
  - D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount

due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and

- E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

- (i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;
  - (ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;
  - (iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;
  - (iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and
  - (v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.
- (c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the



Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property."

(d) Levy and Recording of Benefit Assessment Lien.

- (i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.
- (ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) Annual Installment Liens.

- (i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien

on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

- (ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.
  - (iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.
- (f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the "Release") substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.
- (g) Billing and Collection of Annual Installment Amounts.
  - (i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality's agent in the billing and collection of the

Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.

- (ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

- A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and
- B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

- (iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

- (i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.
- (ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

**4. Obligations of the Participating Municipality.**

- (a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.

(b) Assignment of Benefit Assessment Lien.

- (i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

(c) Notices.

- (i) Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.
- (ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) Promotion of Program; Assistance to EIC; Modification of Program.

- (i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.

- (ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.
- (iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

**5. Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

**6. Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

**7. Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

**8. Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

- (a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;
- (b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.
- (c) EIC may suspend the Participating Municipality's membership in EIC.
- (d) EIC shall have all other rights and remedies provided by law.

**9. Miscellaneous.**

(a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Susan Morth  
Executive Director  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [susanm@energizeny.org](mailto:susanm@energizeny.org)

Alain Pierroz  
Chief Operating and Financial Officer  
Energy Improvement Corporation  
2051 Baldwin Road  
Yorktown Heights, NY 10598  
E-mail: [alainp@energizeny.org](mailto:alainp@energizeny.org)

With a copy to:

Anna Lee, Esq.  
Partner  
Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019

PARTICIPATING MUNICIPALITY: \_\_\_\_\_

With a copy to:

[Participating Municipality's counsel]

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Onondaga County, New York.

(g) Entire Agreement.

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: \_\_\_\_\_, 20\_\_

ENERGY IMPROVEMENT CORPORATION

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

PARTICIPATING MUNICIPALITY NAME:

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

Name:

Title:

## EXHIBIT A

### CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of the City of Syracuse (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as \_\_\_\_\_ and described more particularly in the attached **Exhibit A** (the "Benefited Property"), situated in the Participating Municipality and owned on the date hereof in whole or in part by \_\_\_\_\_ (the "Benefited Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached **Exhibit B** is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of \$ \_\_\_\_\_, with interest thereon at a fixed rate equal to \_\_\_\_\_% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of \_\_\_\_\_% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefitted Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a release of this Certificate shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or

encumbrances except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at \_\_\_\_\_, New York this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Property Owner

STATE OF NEW YORK

ss.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of  
Syracuse.

\_\_\_\_\_

STATE OF NEW YORK

SS.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Property Owner].

\_\_\_\_\_

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

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Clerk of the City of Syracuse

## **EXHIBIT B**

### **ASSIGNMENT OF BENEFIT ASSESSMENT LIEN**

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as "EIC" or the "Assignor"), acting on behalf of the City of Syracuse, a New York municipal corporation (the "Municipality"), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated \_\_\_\_\_, 2019 (the "Municipal Agreement"), in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the "Assignee") under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated \_\_\_\_\_, 2019, as may be amended (the "Finance Agreement"), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by \_\_\_\_\_ and as described on **Exhibit A** and also commonly referred to as \_\_\_\_\_, attached hereto and made a part hereof (the "Benefit Assessment Lien"), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as EIC would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the City of Syracuse shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Assignor

By: \_\_\_\_\_  
Energy Improvement Corporation  
Name:  
Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Capital Provider]



STATE OF NEW YORK )

SS.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of  
Syracuse.

)

)

)

Age Group	Total	Male	Female	Male	Female
18-24	15%	10%	20%	10%	20%
25-34	25%	20%	30%	20%	30%
35-44	20%	15%	25%	15%	25%
45-54	15%	10%	20%	10%	20%
55-64	10%	5%	15%	5%	15%
65+	15%	10%	25%	10%	25%

Received for Record: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

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Clerk of the City of Syracuse

## **EXHIBIT C**

### **FORM OF CONSENT OF MORTGAGE HOLDERS**

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

**Property/Loan Information:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_

**APN:** \_\_\_\_\_

**Loan Number:** \_\_\_\_\_

This Mortgage Holder Consent to Benefit Assessment (this "Consent") is given by the undersigned entity, which is a mortgage holder ("Mortgage Holder") on the above-referenced property (the "Property") with respect to the above-referenced loan (the "Loan").

#### **RECITALS**

Mortgage Holder is hereby notified that the above-referenced owner of the Property (the "Property Owner") intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the "Authorized Improvements") by participating in the Energize NY Open C-PACE Financing Program (the "Program"), sponsored by the Municipality.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation ("EIC"), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in annual installments as provided in the financing agreement for the Authorized Improvements (the "Finance Agreement"), in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or municipal charges.

#### **CONSENT**

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder is in receipt of written notice (the "Notice") from the Property Owner that it intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property by participating in the Program sponsored by the Municipality.

B. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected by EIC, on behalf of the Municipality, in annual installments as provided in the Finance Agreement in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes or

municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the Benefit Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

C. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

D. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

E. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019

MORTGAGE HOLDER

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

Name:

Title:

STATE OF NEW YORK )

SS.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the [Mortgage Holder].

**EXHIBIT D**

**SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN**

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of the City of Syracuse (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York (the "Enabling Act") and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated \_\_\_\_\_, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the land records of \_\_\_\_\_, Book \_\_\_\_\_ page \_\_\_\_\_ on the following described real property in \_\_\_\_\_, New York in the amount of \$ \_\_\_\_\_:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the City of Syracuse to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Energy Improvement Corporation

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

Name:

Title:

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Capital Provider]

Acknowledged and Agreed:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[Property Owner]

STATE OF NEW YORK

ss.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the Energy Improvement Corporation, acting on behalf of the City of  
Syracuse.

\_\_\_\_\_



STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Capital Provider].

\_\_\_\_\_

STATE OF NEW YORK )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.: \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_, known to me  
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained and that he/she  
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an  
authorized officer of the [Property Owner].

\_\_\_\_\_

Received for Record: \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ land records at Volume \_\_\_\_\_, Page \_\_\_\_\_.

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Clerk of the City of Syracuse

3645

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 219  
BARRINGTON ROAD FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 219 Barrington Road, being Lot 224, Tract Gifford Manor, Section 039, Block -03, Lot -22.0 (039.-03-22.0), Property No. 1706001900, 50 x 130 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH.

36 45

02 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 219 BARRINGTON ROAD TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

219 Barrington Road  
Lot 224 Tract Gifford Manor  
039.-03-22.0  
Property # 1706001900  
50x130 WHxGAR

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

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

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syr.gov.net](mailto:assessment@syr.gov)

Very truly yours,

David M. Clifford  
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

4

3732 26

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 303 BRATTLE  
ROAD & RUGBY ROAD FOR A TOTAL OF  
\$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 303 Brattle Road & Rugby Road, being Lot 3, Block 10, Tract Sedgwick Farm, Section 013, Block -27, Lot -05.0 (013.-27-05.0), Property No. 0411004505, 160 x 70 Angular Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

3732 26

04 September 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 303 BRATTLE ROAD & RUGBY ROAD TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

303 Brattle Road & Rugby Road  
Lot 3 BL 10 Tract Sedgwick Farm  
013.-27-05.0  
Property # 0411004505  
160x70 ANG WHxGAR

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

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

Very truly yours,

David M. Clifford  
Commissioner

**Department of  
Assessment**

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 1122 EUCLID  
AVENUE & WESTMORELAND AVENUE FOR A  
TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 1122 Euclid Avenue and Westmoreland Avenue, being Lot P 3, Block 30, Tract Easterly Sub, Section 053, Block -04, Lot -05.0 (053.-04-05.0), Property No. 1726304400, 41 x 86.25 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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





# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

38 419

02 October 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1122 EUCLID AVENUE & WESTMORELAND AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1122 Euclid Avenue & Westmoreland Avenue  
Lot P3 BL 30 Tract Easterly Sub  
053.-04-05.0  
Property # 1726304400  
41x86.25 WH

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

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

Very truly yours,

David M. Clifford  
Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

8

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 1217  
GLENWOOD AVENUE FOR A TOTAL OF  
\$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 1217 Glenwood Avenue, being Lot P, FL 74, Section 081, Block -05, Lot -06.0 (081.-05-06.0), Property No. 1132000700, 60 x 151.19 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

39 39

18 September 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1217 GLENWOOD AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1217 Glenwood Avenue  
Lot P FL FL 74  
081.-05-06.0  
Property # 1132000700  
60x151.19 WHxGAR FP99

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

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

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

Office 315 448 8270  
Fax 315 448 8190  
assessment@syr.gov.net

Very truly yours,

Ann E. Gallagher  
First Deputy Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

6

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 507  
HAMILTON STREET FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 507 Hamilton Street, being Lot P 3, Block 50, Section 111, Block -26, Lot -06.0 (111.-26-06.0), Property No. 0736002300, 31.50 x 150 Wood House &  $\frac{3}{4}$  Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

4082

02 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 507 HAMILTON STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

507 Hamilton Street  
Lot P 3 BL 50  
111.-26-06.0  
Property # 0736002300  
31.50x150 WH x 3/4 GAR FP57

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

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

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Very truly yours,

David M. Clifford  
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

11

4/383329

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 619  
HAMILTON STREET FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 619 Hamilton Street, being Lot P 6 & 8, Block 49, Section 111, Block -27, Lot -06.0 (111.-27-06.0), Property No. 0736004200, 40 x 150 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

4138 3324

04 September 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 619 HAMILTON STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

619 Hamilton Street  
Lot P 6&8 BL 49  
111.-27-06.0  
Property # 0736004200  
40x150 WH FP56

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

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

**Department of  
Assessment**

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Very truly yours,

David M. Clifford  
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

6

42 4142

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 179 MATHER  
STREET FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 179 Mather Street, being Lot P 40 & 39, Block 486, Tract M. Williams, Section 029, Block -15, Lot -09.0 (029.-15-09.0), Property No. 0657002200, 44 x 132 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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





# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

42-41-42

18 September 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 179 MATHER STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

179 Mather Street  
Lot P40&39 BL 486 Tract M. Williams  
029.-15-09.0  
Property # 0657002200  
44x132 WHxGAR

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

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

Very truly yours,

Ann E. Gallagher  
First Deputy Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

9

43 ~~48~~ 45

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 628 RUGBY  
ROAD FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 628 Rugby Road, being Lot 6, Block 9, Tract Sedgwick Farms, Section 013, Block -26, Lot -22.0 (013.-26-22.0), Property No. 0478006800, 75.29 x 150 Brick House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

43 48 45

18 September 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 628 RUGBY ROAD TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

628 Rugby Road  
Lot 6 BL 9 Tract Sedgwick Farms  
013.-26-22.0  
Property # 0478006800  
75.29x150 BR HxGAR

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

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

Very truly yours,

Ann E. Gallagher  
First Deputy Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syr.gov.net](mailto:assessment@syr.gov)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

12

44 43 46

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 1415 TEALL  
AVENUE FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 1415 Teall Avenue, being Lot 62, Tract Oak Ridge Annex, Section 013, Block -11, Lot -07.0 (013.-11-07.0), Property No. 0489102600, 50 x 150 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

44 43 46

18 September 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1415 TEALL AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1415 Teall Avenue  
Lot 62 Tract Oak Ridge Annex  
013.-11-07.0  
Property # 0489102600  
50x150 WHxGAR FP78

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

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

Very truly yours,

Ann E. Gallagher  
First Deputy Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

13

45 4448

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 331 WILSON  
STREET FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 331 Wilson Street, being Lot P 19, Block 560, Tract Colvin Farm AMD, Section 019, Block -18, Lot -34.0 (019.-18-34.0), Property No. 0597000800, 15.90 x 74.80 x 55.40 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

18 September 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 331 WILSON STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

331 Wilson Street  
Lot P19 BL 560 Tract Colvin Farm AMD  
019.-18-34.0  
Property # 0597000800  
15.90x74.80x55.40 WH

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

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

Very truly yours,

Ann E. Gallagher  
First Deputy Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syr.gov](mailto:assessment@syr.gov)

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

15

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 316 COLVIN  
STREET WEST TO GREATER SYRACUSE  
PROPERTY DEVELOPMENT CORPORATION  
FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 316 Colvin Street West, being Block 1042, Tract T M Woods, FL SUB 6, Section 084, Block -24, Lot -39.0 (084.-24-39.0), Property No. 1918103400, 40 x 132 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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





# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

16 October 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 316 COLVIN STREET WEST TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

316 Colvin Street West  
BL 1042 Tract T M Woods FL SUB 6  
084.-24-39.0  
Property # 1918103400  
40x132 WHxGAR FP28

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

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

Very truly yours,

David M. Clifford  
Commissioner

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 313  
GLENWOOD AVENUE TO GREATER  
SYRACUSE PROPERTY DEVELOPMENT  
CORPORATION FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 313 Glenwood Avenue, being Lot 7, Block 1, Tract Elmwood Park, Section 079, Block -22, Lot -19.0 (079.-22-19.0), Property No. 1332204900, 40 x 129 Angular Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

47

16 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 313 GLENWOOD AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

313 Glenwood Avenue  
Lot 7 BL 1 Tract Elmwood Park  
079.-22-19.0  
Property # 1332204900  
40x129 ANG WHxGAR

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

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

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

Office 315 448 8270  
Fax 315 448 8190  
assessment@syr.gov.net

Very truly yours,

David M. Clifford  
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 156  
GREENLAND DRIVE TO GREATER SYRACUSE  
PROPERTY DEVELOPMENT CORPORATION  
FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 156 Greenland Drive, being Lot 15, Tract Rechenberg, Section 011, Block -10, Lot -50.0 (011.-10-50.0), Property No. 0335002600, 40 x 132 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

48

16 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 156 GREENLAND DRIVE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

156 Greenland Drive  
Lot 15 Tract Rechenberg  
011.-10-50.0  
Property # 0335002600  
42x132 WH

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

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

**Department of  
Assessment**

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

Office 315 448 8270  
Fax 315 448 8190  
assessment@syr.gov.net

Very truly yours,

David M. Clifford  
Commissioner

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 202  
JAMESVILLE AVENUE TO GREATER  
SYRACUSE PROPERTY DEVELOPMENT  
CORPORATION FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 202 Jamesville Avenue, being Lot 13, Tract Benedict AMD, Section 058, Block -09, Lot -09.0 (058.-09-09.0), Property No. 1944000700, 53 x 125 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

49

16 October 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 202 JAMESVILLE AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

202 Jamesville Avenue  
Lot 13 Tract Benedict AMD  
058.-09-09.0  
Property # 1944000700  
53x125 WH

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

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

Very truly yours,

David M. Clifford  
Commissioner

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

Office 315 448 8270  
Fax 315 448 8190  
assessment@syr.gov.net

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Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 817 MIDLAND  
AVENUE TO GREATER SYRACUSE PROPERTY  
DEVELOPMENT CORPORATION FOR A  
TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 817 Midland Avenue, being Lot P 11, Block 1005, Tract Furman, Section 085, Block -13, Lot -38.0 (085.-13-38.0), Property No. 1861001600, 50 x 66 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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





# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

50

16 October 2019

**David M. Clifford**  
Commissioner

**Ann E. Gallagher**  
First Deputy  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 817 MIDLAND AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

817 Midland Avenue  
Lot P11 BL 1005 Tract Furman  
085.-13-38.0  
Property # 1861001600  
50x66 WHxGAR

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

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

**Department of  
Assessment**

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Very truly yours,

David M. Clifford  
Commissioner

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 134 OAKLEY  
DRIVE TO GREATER SYRACUSE PROPERTY  
DEVELOPMENT CORPORATION FOR A  
TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 134 Oakley Drive, being Lot 7, Block 2, Tract Adams, Section 064, Block -12, Lot -04.0 (064.-12-04.0), Property No. 1466001903, 50 x 173.19 Wood House and Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

16 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 134 OAKLEY DRIVE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

134 Oakley Drive  
Lot 7 BL 2 Tract Adams  
064.-12-04.0  
Property # 1466001903  
50x173.19 WHxGAR

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

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

**Department of  
Assessment**

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

Office 315 448 8270  
Fax 315 448 8190

[assessment@syrgov.net](mailto:assessment@syrgov.net)

Very truly yours,

David M. Clifford  
Commissioner

Ordinance No.

2019

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 709 TULLY  
STREET TO GREATER SYRACUSE PROPERTY  
DEVELOPMENT CORPORATION FOR A  
TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 709 Tully Street, being Lot P 1, Block 290, Lot P 1&2, Block 304, Section 100, Block -23, Lot -06.0 (100.-23-06.0), Property No. 0891108600, 39 x 73 Angular Brick House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



# DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

52

16 October 2019

**David M. Clifford**  
Commissioner

City Clerk John P. Copanas  
230 City Hall  
Syracuse, New York 13202

**Ann E. Gallagher**  
First Deputy  
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 709 TULLY STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

709 Tully Street  
Lot P1 BL 290, Lot P1&2 BL 304  
100.-23-06.0  
Property # 0891108600  
39x73 ANG BR H

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

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

Very truly yours,

David M. Clifford  
Commissioner

**Department of  
Assessment**

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

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