

COMMON COUNCIL
of the
CITY OF SYRACUSE

(12/21)

REGULAR MEETING – DECEMBER 21, 2020
1:00 P.M.

1. *Pledge of Allegiance to the Flag – (Suspended during Webex meetings)*
2. *Invocation - (A Moment of Silent Reflection was led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
3. *Roll Call - (All Present – 9)*
4. *Minutes – December 7, 2020 (Adopted 9-0)*
5. *Petitions – (none)*
6. *Committee Reports – (none)*
7. *Communications - From Dustin M. Czarny and Michele L. Sardo, Commissioners of Elections, the Statement of Canvass with reference to the votes given at the November 3, 2020 General Election.*

NEW BUSINESS

BY PRESIDENT HUDSON:

- 9-0** 8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2021/2022.* **26-R**

BY COUNCILOR BEY:

- H** 9. *Amend – The Revised General Ordinance of the City of Syracuse, as amended, to add a new Chapter 62, to establish an independent citizens redistricting commission, pursuant to Section 3-104 of the City Charter.* **H**

BY COUNCILOR GREENE:

- 9-0** 10. *Appropriate Funds – From 2018/2019 fiscal year-end fund balance in the amount not to exceed \$3,000,000, for use in the 2019/2020 fiscal year budget.* **549**

11. Agreement - With OpportunitySpace, Inc. (d/b/a) "Tolemi" to provide services to the City to build pipelines to our existing Data Warehouse as part of the initial Pilot contract, for the period of one (1) year. The Mayor waived the RFP process. **9-0** **550**
12. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of a settlement with Kimberly Dwyer and Patrick J. Dwyer. Total amount not to exceed \$190,000. **9-0** **551**
13. Approve – Settlement – Kimberly Dwyer and Patrick J. Dwyer v. City of Syracuse, Index No. 005576/2017. Settlement amount of \$190,000, relative to a bicycle injury at or near Norwood Park. **9-0** **552**
14. Authorize - The City to adopt the Retention and Disposition Schedule for New York Local Government Records (GS-1) issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, to use in legally disposing of valueless records listed therein. **9-0** **553**
15. Resolution – To reappoint Joseph Saya to the Board of Assessment Review for a five year term expiring September 30, 2025, pursuant to Section 523 of the NYS Real Property Tax Law. **9-0** **27-R**

BY COUNCILOR CARNI:

16. Authorize - Memorandum of Understanding between the City and Onondaga County Water Authority (OCWA), to explore the consolidation of the City's water system with that of the Authority (OCWA), as recommended in a review by the NYS Financial Restructuring Board for Local Government report dated June 2019. **WD** **WD**
17. Agreement - With the Onondaga County Resource Recovery Agency (OCRRA) for use of OCRRA'S Solid Waste Management System (Hauler Agreement) for the period of two years from January 1, 2021 through December 31, 2022 with a tipping fee of \$100 per ton or \$96 per ton for prompt payment. The recycling tipping fee is \$34 per ton. **9-0** **554**
18. License Agreement – With New Cingular Wireless PCS, LLC (AT&T), to govern the installation, maintenance, and removal of small wireless facilities within the City's right of way including the permitting, fees, and aesthetic standards, for the term of twenty (20) years. The provisions will be in compliance with the Federal Communication Commission (FCC) Order 18-133. **9-0** **555**

BY COUNCILOR HOGAN:

19. Amend – Ord #736 (12/16/2019), "Application & Agreement – To and with Onondaga County Youth Bureau/Department of Children and Family Services through the NYS Office of Children and Family Services, in an amount not to exceed \$10,000, for youth development funding related to the Expanded After School Fitness and Wellness Programs held at: Seals Center at Kirk Park, Ed Smith, Wilson Park, Bova Center at Schiller Park, Magnarelli Center at McChesney Park, Southwest Community Center, Burnet Park, and the Northeast Community Center for the period of January 1, 2020-December 31, 2020. Funds to be deposited into Account #01.438200. No local match required." Amend to increase the amount of the not to exceed to \$28,945. **9-0** **556**

BY COUNCILOR ALLEN:

- 9-0** 20. Amend - The Revised General Ordinances of the City of Syracuse, Chapter 27, Article 9, entitled "Rental Registry", amend "Property Conservation Code" to create a conditional rental registry certificate, for exterior non-immediate health or safety Code violations that cannot be fixed due to seasonal weather conditions, to obtain a conditional rental registry certificate. **GEN. #39**
- 9-0** 21. Permission – To Patricia Sims, owner of the property located at 131 Rider Avenue to encroach approximately 11' to install a lower deck, concrete stairs, and a concrete ramp into the Rider Avenue right of way. **557**
- 9-0** 22. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1113 Colvin Street West, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **558**
- 9-0** 23. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 116 Fitch Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **559**
- 9-0** 24. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 222 Delaware Street, a wood house unfinished, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **560**
- 9-0** 25. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 233 Genesee Park Drive, a wood house & garage unfinished, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **561**
- 9-0** 26. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 112-114 Grant Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **562**
- 9-0** 27. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 109 Hartson Street, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$1. (District 2) **563**
- 9-0** 28. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 141 Hobart Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **564**
- 9-0** 29. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 125-127 Hope Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **565**
- 9-0** 30. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 120 Hutchinson & Edgewood Avenue, a shingle house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **566**

- WD** 31. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 317-319 Marguerite Avenue, a wood house & garage unfinished, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **WD**
- WD** 32. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1106 Midland Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **WD**
- 9-0** 33. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 226 Pleasant Avenue West, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **567**
- 9-0** 34. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 224 Putnam Street, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$1. (District 2)* **568**
- 9-0** 35. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 226 Putnam Street, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$1. (District 2)* **569**
- WD** 36. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 159 Wolcott Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)* **WD**

Syracuse Common Council
Adjourned at 1:21 P.M.

**GENERAL ORDINANCE CREATING A NEW
CHAPTER 62 OF THE REVISED GENERAL
ORDINANCES OF THE CITY OF SYRACUSE, AS
AMENDED, TO CREATE AN INDEPENDENT
CITIZENS REDISTRICTING COMMISSION FOR
THE CITY OF SYRACUSE PURSUANT TO
SECTION 3-104 OF THE CITY CHARTER**

BE IT ORDAINED, that the Revised General Ordinances of the City of Syracuse, as amended, are hereby further amended to add a new Chapter 62 that shall establish an independent citizens Redistricting Commission pursuant to Section 3-104 of the City Charter; and

BE IT FURTHER ORDAINED, that Chapter 62 of the Revised General Ordinances of the City of Syracuse, as amended, shall read as follows:

Chapter 62. REDISTRICTING COMMISSION

Sec. 62-1. Definitions.

For purposes of this chapter, the following terms shall have the meanings set forth in this section:

Commission means the independent citizens Redistricting Commission.

Commission staff shall be staff hired by the Commission and shall not include any staff of the City's Common Council office.

Controlling person means an officer, director, manager, principal or shareholder or member owning at least 10% ownership of a legal entity.

Day means a calendar day, except that if the final day of a period within which an act is to be performed is a Saturday, Sunday, or holiday in which the City of Syracuse's offices are closed, the period is extended to the next day that is not a Saturday, Sunday, or holiday in which the City of Syracuse's offices are closed in accordance with applicable New York State Law.

Spouse means one's licensed marriage spouse, spouse, or recognized domestic partner.

Substantial Neglect of Duty means that an individual has disregarded a manifest duty, prescribed by this section, intentionally, knowingly, or negligently. Missing half or more of the meetings in a three month period constitutes a substantial neglect of duty.

Sec. 62-2. Procedure for Establishment of an Independent Citizens Redistricting Commission

Pursuant to Section 3-104 (3) of the Charter of the City of Syracuse, as amended by Local Law No. 10-2019, not later than September 1 of a year ending in 1, the Common Council shall authorize by ordinance an independent citizens redistricting commission made up of qualified electors who reside within the City to reconsider the boundaries of Council Districts. In 2021 and each year following the year in which the national census is taken under the direction of Congress at the beginning of each decade, the Commission shall adjust the boundary lines of the five (5) single-member districts in conformance with the standards and process set forth in this article. The Commission shall be fully established no later than September 1 in each year ending in the number (1). The Commission shall not draw district lines at any other time, except if the districts must be redrawn because of a judicial decision invalidating the then existing district plan, in whole or in part, a change in number of single-member districts made to the City Charter, or the date of the city election is moved. If the date of the City election is moved, then the dates in this article shall be adjusted to ensure the commission has sufficient time to draw the lines prior to the election date.

Section 62-3. Membership

(a) Number of Members

The Commission shall consist of fourteen (14) members.

(b) Requirements for Membership

Each Commission Member shall be a voter who (1) has been continuously registered in the City of Syracuse for five or more years immediately preceding the date of his or her appointment and (2) shall have voted in at least three of the last five City of Syracuse general elections immediately preceding his or her application for membership.

(c) Term

The term of office of each member of the Commission expires upon the appointment of the first member of the succeeding Commission in the year following the year in which the national census is taken.

(d) Compensation

Members of the Commission shall not be compensated for their service. However, members of the panel and the Commission are eligible for reimbursement of reasonable and necessary personal expenses incurred in connection with their duties as a member of the Commission as outlined in this Chapter. Funding for the Commission is subject to the City's Annual Budget Process and the Common Council shall be responsible for including sufficient funds in the

Budget to meet the operational cost of the Commission and the cost of any outreach program to solicit broad participation in the redistricting process.

(e) Quorum

Nine members of the Commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action, including approval of a final plan establishing the boundaries of any Common Council District.

(f) Commission Vacancy, Removal, Resignation or Absence

- (1) In the event of substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office, a member of the commission, having been served written notice and provided with an opportunity for a response, may be removed by a vote of ten (10) of the Commissioners.
- (2) Any vacancy, whether created by removal, resignation, or absence, in the fourteen (14) commission positions shall be filled by the Commission within fifteen (15) days after the vacancy occurs, from the remaining pool of applicants and in compliance with the applicant requirements of this section. Nine members must agree to any appointment.

(g) Prohibitions as a result of Membership

A commission member shall be ineligible, for a period of five (5) years beginning from the date of appointment, to hold elective public office for the City of Syracuse. A member of the commission shall be ineligible, for a period of three (3) years beginning from the date of appointment, to hold appointive public office for the City of Syracuse, to serve as paid staff for or as a paid consultant to the City of Syracuse, the City Common Council or any member of the City Common Council, or to receive a non-competitively bid contract with the City of Syracuse. This three year ban on having a paid consultancy or entering noncompetitively bid contracts applies to the member individually and all entities for which the member is a controlling person.

(h) Activity of the Commission

The Commission shall be inactive except when necessary to comply with its duties under this Chapter.

(i) Legal Standing

The commission has the legal standing to defend any action regarding a certified final map, and shall inform the Mayor and Common Council if it determines that funds or other resources provided for the operation of the commission are not adequate. The City Common Council shall provide adequate funding to defend any action regarding a certified map. The Commission can request the assistance of the Corporation Counsel or

utilize legal counsel retained by the commission at its discretion to represent the commission in defense of a certified final map.

(j) Commission Roles

The Commission shall select one of its members to serve as the Chair of the Commission and one to serve as the Vice Chair of the Commission. The Chair and Vice Chair shall both remain voting members of the Commission.

(k) Staff and Legal Counsel

The Commission shall hire staff, legal counsel, and consultants as needed to support the Commission; provided, however, that compensation of such persons shall be limited to the period in which the Commission is active. The Commission shall establish clear criteria for the hiring and removal of these individuals, communication protocols, and a code of conduct. The commission shall require that at least one of the legal counsel hired by the commission has demonstrated extensive experience and expertise in implementation and enforcement of the federal Voting Rights Act of 1965 (42 U.S.C. Sec. 1971 and following). The commission shall make hiring, removal, or contracting decisions on staff, legal counsel, and consultants by nine or more affirmative votes.

(l) Members Regular Employment shall not be terminated due to their membership on the Commission

Notwithstanding any other provision of law, no employer shall discharge, threaten to discharge, intimidate, coerce, or retaliate against any employee by reason of such employee's membership on the Commission or attendance or scheduled attendance at any meeting of the Commission.

Section 62-4. Commission Selection Process

The Commission Selection Process is designed to produce a Commission that is independent from influence by the City Common Council and is reasonably representative of the diversity of the City's population. The process shall be conducted as follows:

- (1) No later than January 11th in each year ending in the number one, the City of Syracuse Auditor shall initiate and widely publicize an application process, open to all registered City of Syracuse voters who meet the requirements of Section 62-3 above, in a manner that promotes a large, diverse (by race, ethnicity, gender, and geography) and qualified Commissioner applicant pool. The City Auditor shall take all reasonable and necessary steps to ensure that the pool has the requisite numbers, diversity, and qualifications. This process shall remain open until March 31st in each year ending in the number one.
- (2) The City of Syracuse Auditor shall remove from the membership pool any person with conflicts of interest including:

- (a) Within the five years immediately preceding the date of application, either the applicant or their spouse, shall have done any of the following: (i) been appointed to, elected to, or have been a candidate for state or city office; (ii) served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective state, county or city office; (iii) been a registered state or local lobbyist; (iv) contributed or bundled \$1,000 or more in aggregate to candidates for City of Syracuse elective office in the last city election.
 - (b) A person who has been, within the three years immediately preceding the date of application: a paid employee of the City of Syracuse; person performing paid services under a professional or political contract to the City of Syracuse, to the City Common Council, or to any member of the City Common Council; any controlling person of any such consultant; or a spouse of any of the foregoing.
- (3) No later than May 15th in each year ending in the number one, the City of Syracuse Auditor shall have reviewed and removed individuals with conflicts of interest as defined in section 62-4 (2) (a), or fail to meet the qualification prescribed in section 62-4 (2)(b), from among the commission applicants, and then shall publicize the names in the applicant pool and provide copies of their applications to the Syracuse Common Council for information purposes.
 - (4) No later than May 22nd in each year ending in the number one, the City of Syracuse Auditor shall select a pool of sixty (60) applicants from among the qualified applicants. These persons shall be the most qualified applicants on the basis of relevant analytical skills, ability to be impartial, residency in various parts of the City, and appreciation for the City of Syracuse's diverse demographics and geography. The Syracuse City Auditor shall not communicate directly or indirectly with any elected member of the City Common Council or the President of the Common Council, or their representatives, about any matter related to the nomination process or any applicant prior to the presentation by the panel of the pool of recommended applicants to the City Common Council.
 - (5) No later than May 31st in each year ending in the number one thereafter, the City Auditor shall submit its pool of 60 recommended applicants to the City Common Council. Each member of the City Common Council and the President of the Common Council within five (5) days in writing may strike up to one applicant from the pool of applicants. No reason need be given for a strike. Any applicant struck by any member of the City Common Council or the President must be removed from the pool of applicants.
 - (6) No later than June 30th in each year ending in the number one, the City of Syracuse Auditor shall randomly draw at a public meeting eight names from the remaining pool of applicants. One name will be drawn from applicants residing in each of the Five Common Council Districts as well as three subsequent names from the total pool of applicants. These eight individuals shall serve on the Citizens Redistricting Commission.
 - (7) No later than July 31st in each year ending in the number one, the eight commissioners shall review the remaining names in the pool of applicants and, from the remaining applicants in that pool, shall appoint six applicants to the commission. These six appointees must be approved by at least five affirmative votes among the eight

commissioners. These six appointees shall be chosen to ensure that the commission reflects the diversity of the City of Syracuse, including, but not limited to, racial, ethnic, and gender diversity. However, it is not intended that formulas or specific ratios be applied for this purpose. Applicants shall also be chosen based on relevant analytical skills and ability to be impartial.

Section 62-5. Role of the Commission

The Commission shall establish the boundaries of the Common Council districts for the City of Syracuse in a plan using the following criteria as set forth in the following order of priority:

- (1) Districts shall comply with the United States Constitution. Each Common Council district shall have reasonably equal population with other districts, except where deviation is required to comply with the federal Voting Rights Act or allowable by law.
- (2) Districts shall comply with the federal Voting Rights Act (42 U.S.C. Sec. 1971 and following) and any other requirement of federal or state law.
- (3) Districts shall be geographically contiguous.
- (4) The geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes their division to the extent possible without violating the requirements of any of the preceding subsections. A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.
- (5) To the extent practicable, district boundaries shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant populations.
- (6) To the extent practicable, district boundaries shall be drawn using the boundaries of existing election precincts.
- (7) To the extent practicable, district boundaries shall be drawn using geographically identifiable boundaries.
- (8) The place of residence of any incumbent or potential political candidate shall not be considered in the creation of a plan or any district.

Section 62-6. Responsibilities of the Independent Citizens Redistricting Commission

The Commission shall:

- (1) conduct an open and transparent process enabling full public consideration of and public comment on the drawing of District Lines;
- (2) draw District Lines according to the redistricting criteria specified in this Chapter; and
- (3) conduct themselves with integrity and fairness.

(a) The activities of the Commission are subject to all of the following:

- (1) The commission shall comply with all state and city requirements for open meetings;
- (2) The records of the Commission and all data considered by the Commission are public records that will be made available in a manner that ensures immediate and widespread public access.
- (3) Commission members and Commission staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. This paragraph does not prohibit communication between Commission members, Commission staff, legal counsel, and consultants retained by the commission that is otherwise permitted by state and city open meeting requirements.

(b) Public Hearing Process and Preliminary Plan

The Commission shall establish and implement an open hearing process for public input and deliberation that shall be subject to public notice and promoted through an extensive outreach program to solicit broad public participation in the redistricting public review process. The hearing process shall begin with hearings to receive public input before the commission votes and approves a preliminary redistricting plan. There shall be at least one such public hearing, before the commission votes on a preliminary redistricting plan in each of the existing five Common Council districts. In addition, these hearings shall be supplemented with all other appropriate activities to further increase opportunities for the public to observe and participate in the review process. These hearings shall take place between August 1, 2021 and January 31, 2022

Following the commission's vote approving the preliminary plan, there shall be at least five public hearings, geographically dispersed with at least one hearing in each of the five existing Syracuse Common Council Districts and hearing shall be held on a different date. The commission also shall display the approved preliminary plan for written public comment in a manner designed to achieve the widest public access reasonably possible. Written public comment shall be taken for at least 14 days from the date of public display of the approved preliminary plan.

(c) Final Plan

The commission then shall vote on a proposed final plan and then it shall hold two subsequent public hearings, one north of Interstate 690 and one south of Interstate 690 and take at least five days of written public comments. The Commission then shall be finished with all hearings and adopt a final plan by no later than March 1st in each year ending in the number two. It will then send the final plan to the City Clerk for review and approval by the Common Council.

By May 1st in each year ending in the number two (2), the Common Council shall adopt a final plan for the City of Syracuse specifically describing the district boundaries for each

of the Common Council districts prescribed above. The City Common Council may not change the plan. It shall not be subject to amendment and must be voted up or down. If the final plan is defeated the City Clerk will send it back to the Commission on behalf of the Common Council detailing the objections to it. The Commission shall revise the Plan and send it back to the Council until approved. The plan shall have the force and effect of law. It shall be adopted by an ordinance of the Common Council no later than June 1 of each year ending in number two (2) and not be subject to approval or disapproval of the Mayor in accordance with Section 3-104 of the City Charter.

- (1) **Report.** The Commission shall issue a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria listed above and shall include definitions of the terms and standards used in drawing the final plan.
- (2) **Failure to Adopt a Plan.** If the Commission does not adopt a final plan by the dates in this section, the Corporation Counsel for the City of Syracuse shall immediately petition state court for an order prescribing the boundary lines of the single-member districts in accordance with the redistricting criteria and requirements set forth in this Section. The plan prescribed by the court shall be used for all subsequent city Common Council elections until a final plan is adopted by the Commission to replace it.

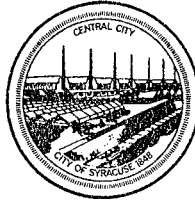
Section 62-7. Effective Date.

The provisions of this Chapter shall be effective immediately.

; and

BE IT FURTHER ORDAINED, that all Chapters of the Revised General Ordinances of the City of Syracuse, as amended, not amended by this Ordinance shall remain in full force and effect as previously adopted.

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



9
Council Office: (315) 448-8466
Fax: (315) 448-8423

CITY OF SYRACUSE COMMON COUNCIL

KHALID BEY
Councilor-at-Large
President Pro-Tempore

December 10, 2020

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

Dear Mr. Copanas:

Please place on the agenda the attached General Ordinance for consideration at the Common Council Meeting of December 21, 2020.

The purpose of this proposed General Ordinance is to fulfill the requirements of Local Law No. 10-2019 which amended the City Charter (Section 3-104) to provide that the Common Council would establish, by ordinance, an independent redistricting commission to reconsider the boundaries of the council districts using data from the 2020 Federal Census.

This ordinance is not subject to Mayoral approval or disapproval.

Thank you for your assistance with this matter.

Sincerely,

Khalid Bey bd
Khalid Bey
President Pro-Tempore
Councilor At Large

Ordinance No.

2020

**ORDINANCE AUTHORIZING THE
APPROPRIATION OF YEAR-END FUND
BALANCE FOR FISCAL YEAR 2018/2019 IN AN
AMOUNT NOT TO EXCEED \$3,000,000 TO
ALLOW FOR USE OF SAID FUNDS FOR FISCAL
YEAR 2019/2020**

BE IT ORDAINED, that this Common Council hereby authorizes the appropriation of year-end fund balance for Fiscal Year 2018/2019 in an amount not to exceed \$3,000,000 for use by the City of Syracuse in Fiscal Year 2019/2020; said fund balance shall be applied to the originally intended purposes outlined in the Fiscal Year 2018/2019 Budget but which were not incurred prior to the end of the Fiscal Year, in the manner provided by law.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

December 17, 2020

Julie Castellitto
Assistant Director

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

RE: Request for Legislation – Appropriation of 2018/2019 Fund Balance


Dear Mr. Copanas:

Please prepare the necessary legislation to be introduced at the next Common Council Meeting authorizing the appropriation of year-end fund balance for Fiscal Year 2018/2019 in the amount not to exceed \$3,000,000.

The account balances are unspent for the year ending 6/30/19 and are to be appropriated from the 2018/2019 fund balance for use in the 2019/2020 fiscal year budget. The action will ensure these funds are recognized as a legally valid appropriation of fund balance to provide for the originally intended expenses that have not been incurred.

Thank you.

Sincerely


Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

17
GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH OPPORTUNITYSPACE, INC (D/B/A
“TOLEMI”) TO PROVIDE SOFTWARE
SERVICES TO THE CITY FOR UP TO ONE
YEAR ON A PILOT BASIS TO BUILD PIPELINES
TO CONNECT ALL CITY DATA TO THE CITY’S
EXISTING DATA WAREHOUSE**

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 OpportunitySpace, Inc. (d/b/a “Tolemi”) relative to providing software services to the City of Syracuse on a PILOT basis to build pipelines to connect City data to the City’s existing data Warehouse; and

BE IT FURTHER ORDAINED, that the specific services to be provided, for up to one year, are set forth in the proposed Agreement attached hereto as Appendix “A”; and

BE IT FURTHER ORDAINED, that there will be no initial cost to this Agreement but subject to the approval of the Mayor and Common Council, a future agreement may be entered into to expand the services into a comprehensive approach to connect all City data to the data warehouse; 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.

Appendix A to Council Ordinance

AGREEMENT

AGREEMENT made this _____ day of _____, 2020 by and between the City of Syracuse, a municipal corporation organized and existing under the laws of the State of New York, having offices at 233 East Washington Street, Syracuse, New York 13202 (hereinafter the "City") and Opportunity Space Inc. d/b/a "Tolemi", having offices at _____ (hereinafter the "Consultant").

WITNESSETH

WHEREAS, it is the intention of the City of Syracuse to retain a Consultant to provide software services for establishment of a "Data Warehouse" as defined herein (hereinafter referred to as the "Project"); and

WHEREAS, the Mayor of the City of Syracuse and the Common Council, by Ordinance No. _____-2020 dated _____, 2020, authorized this Agreement and this Agreement is subject to such authorization;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1. Consultant's Services

The Consultant shall perform all services set forth in Exhibit A (the "Scope of Work"), which is incorporated by reference and made a part of this Agreement. In the event of a conflict or ambiguity, the provisions of this Agreement shall be controlling. The estimated term of the Agreement will be seven (7) months but in no event will it exceed one (1) year without approval.

ARTICLE 2. City's Responsibilities and Rights

Section 201. The City shall provide the Consultant with full information regarding its requirements for the Project, including the design objectives, space and time requirements, site requirements, and any special equipment or systems needed for the Project.

Section 202. The Consultant shall have access to all information which the City possesses regarding the Project.

Section 203. The City shall furnish the services of other Consultants when such services are deemed necessary by it.

Section 204. The City's use of a clerk-of-the-works or other Consultants for the Project is solely for its benefit and shall not diminish or change the Consultant's responsibilities hereunder.

Section 205. All papers, documents, drawings, and other materials concerning the Project produced by Consultant shall be and remain the property of the City, whether or not the Project is undertaken. The City shall have the right to use such without limitation and without the payment of any additional compensation. All City data access provided to the Consultant shall be considered confidential and the Consultant will not disclose such data to any Third Party without the express written approval of the City's Corporation Counsel.

ARTICLE 3. Compensation

Section 301. The compensation to be provided the Consultant for providing the services hereunder shall not exceed the authorization established by the Mayor and Common Council of the City in its Ordinance authorizing this Agreement and such authorization shall be in full payment and satisfaction for the rendering of the Consultant's services hereunder. The authorization fixed by the Mayor and Common Council for this Agreement is a not to exceed fee of \$0.00 for the initial Pilot period. Subject to Common Council and Mayoral approval, future agreements may be entered into to continue the work established during the Pilot period.

Section 302. The Mayor and Common Council only may authorize additional services and fix the compensation therefore. Any services rendered by the Consultant in connection with the Project will be deemed part of the services agreed to be provided herein unless the Mayor and Common Council give prior approval authorizing such services as additional services.

Section 303. Consultant's acceptance of the final payment under this Agreement shall constitute and operate as a release to the City of all claims and liabilities arising out of the Project and the work hereunder.

Section 304. If this Agreement is terminated other than for cause or the Project abandoned by the City without the Consultant causing or contributing, directly or indirectly, to the abandonment, the Consultant shall be paid the reasonable value of services performed up to the date of termination or abandonment but in no event more than the limits set forth above for each phase of service. The City shall have the absolute right to abandon all or part of the Project or to suspend all or part of the Project or the services hereunder and such shall not be considered a breach of contract.

Section 305. The City does not guarantee any minimum level of work orders to be issued as all work done under this Agreement will be subject to the availability of sufficient funds.

ARTICLE 4. General Provisions

Section 401. Insurance

The Consultant shall secure, at its expense, a general and professional liability insurance policy with contractual liability coverage from an insurance carrier licensed to do business in New York State. The general liability insurance policy shall be in the minimum amount of \$2,000,000.00 per occurrence and \$2,000,000.00 as the aggregate limit of liability. The

professional liability insurance shall be in the minimum amount of \$2,000,000.00 per claim and \$2,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by the City of all work on the Project and for a period of three years thereafter with the limits noted above. The City shall be named as an additional insured on the Consultant's general liability policy, and the Certificate of Insurance shall provide for 30 days prior written notice of cancellation by certified mail to the City Division of Purchase. The Consultant shall provide the City with the declaration page from its general liability insurance policy showing the endorsement that the City of Syracuse is an additional insured. The policies shall contain an endorsement providing that the Consultant shall indemnify the City, its agents, servants and employees against claims brought against the City arising out of the negligence of the Consultant in the performance of professional services for the City. The certificates and notices shall be sent to City Contract Clerk, Division of Purchase, Room 219, City Hall, 233 East Washington Street, Syracuse, New York 13202.

Section 402. Indemnity and Defense

The Consultant shall defend (with counsel approved by the City's Corporation Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused in whole or in part by the Consultant's performance of services to the City pursuant to this Agreement.

The Consultant shall defend (with counsel approved by the City's Corporation Counsel), indemnify, and hold harmless the City, all its officers, employees, or agents from any and all liability, suits, claims, damage, cost, or expense arising from injury or death to persons, damage to property, or claims against the City arising from or caused by: 1) any willful misconduct or intentional act of the Consultant; and 2) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications resulting from the use or adoption of any designs, plans, drawings, or specifications furnished by the Consultant, his agents, servants, employees, officers, or subcontractors.

Section 403. Termination

The City or the Consultant shall each have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. The City or the Consultant may terminate this Agreement immediately upon notice delivered or mailed to the counter-party.

Section 404. Amendment & Extent of Agreement

The Consultant waives any right to rely on any oral or written communications from any person or any City officers, employees, and/or agents purporting to amend the provisions of this Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 405. Damages and Delays

The Consultant and the City agree that no charges or claims for damages shall be made by either party for any delays or hindrances from any cause whatsoever.

Section 406. Governing Law

This Agreement shall be governed by the laws of the State of New York. It is agreed that each and every provision of law required by law to be included herein shall be deemed to be included as though set forth at length. The parties agree that this Agreement does not waive or dispense with the requirements of any law, including but not limited to the Charter of the City of Syracuse.

Section 407. Third-Party Beneficiaries

The services of this Agreement are for the sole benefit of the City and neither this Agreement nor any service rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any right, claim, or cause of action of any other party as a third-party beneficiary or otherwise, and Consultant agrees to defend, indemnify, and save harmless the City against any claims or causes of action by such third parties caused by the negligence of Consultant.

Section 408. Assignment and Subcontractors

Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the approval of the Mayor and Common Council. The Consultant shall be responsible for the work of all subcontractors.

Section 409. Bankruptcy

In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against Consultant of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of Consultant.

Section 410. Stipulation

The Consultant stipulates that no member of the Common Council of the City of Syracuse or any other City officer or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.

Section 411. Non-Discrimination

The Consultant hereby agrees not to discriminate against any employee or applicant for employment on the basis of sexual, race, age, or affectional preference or orientation.

Section 412. Independent Contractor

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the City.

Section 413. Waiver

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

Section 414. Laws

Consultant, its agents and employees, shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the fulfillment of obligations under this Agreement.

Section 415. Fair Employment and Licensure Opportunity Ordinance

This contract is subject to General Ordinance No. 45-2014, the Fair Employment and Licensure Opportunity Ordinance of the City of Syracuse. This Ordinance requires that all City Contractors shall not include any question about a job applicant's prior criminal history on the job application and shall defer making any criminal history inquiry about a job applicant's past criminal convictions until after a conditional offer of employment is made. The City shall have the authority to suspend and terminate the contract for violations of the Fair Employment and Licensure Opportunity Ordinance.

Section 416. Severability

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

IN WITNESS WHEREOF, the parties have executed as of the date noted below.

CITY OF SYRACUSE

Attest:

John P. Copanas, City Clerk

By:

Benjamin R. Walsh, Mayor

CONSULTANT

By:

OpportunitySpace, Inc.

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

On this ____ day of _____, 2020 before me personally came Benjamin R. Walsh, Mayor of the City of Syracuse, with whom I am personally acquainted, who, being by me duly sworn did depose and say: that he resides in the City of Syracuse, New York; that he is Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that he knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority; and the said Benjamin R. Walsh further says that he is acquainted with John P. Copanas and knows him to be the City Clerk of said City of Syracuse and that the signature of John P. Copanas was hereto subscribed pursuant to said Charter and in the presence of him, the said Benjamin R. Walsh, Mayor.

Notary Public

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

On this ____ day of _____, 2020 before me personally came _____, to me known, who being by me duly sworn, did depose and say: that he/she resides in _____, that he/she is the _____ of _____ PC, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

Scope of Work:

Pertaining to the Memorandum of Understanding between the City of Syracuse, New York ("SYRACUSE") and OpportunitySpace, INC (DBA "Tolmi")

This Scope of Work ("Scope") outlines the project for Tolmi to provide technical assistance to SYRACUSE to deploy a Data Warehouse. The Scope describes associated activities and deliverables.

I. Objectives

SYRACUSE is deploying a Data Warehouse to meet certain objectives:

- Promote data-driven decision-making within SYRACUSE departments
- Identify opportunities to drive innovation in SYRACUSE
- Reduce the burden on SYRACUSE technical resources by making data more easily accessible

II. Key Strategies

Tolmi will support SYRACUSE in its efforts to:

- Automate data extraction from disparate systems of record across SYRACUSE departments
- Centralize data in a cloud environment to allow for SYRACUSE staff to access and query relevant information
- Deliver data and insights to selected SYRACUSE departments to support defined business objectives ("Pilot") as listed in Exhibit A: Pilot Objectives
- Define the architecture, maintenance, and processes associated with the development and operation of the SYRACUSE Data Warehouse

III. Activities

Key program phases, activities, and timing are detailed below. These are subject to change based on the ability of Tolmi to secure access and/or connections to sources of data and to solicit feedback/direction from appointed SYRACUSE stakeholders. Phases may occur concurrently.

Phase 1: Systems Assessment

- SYRACUSE to interview end users in the Mayor's Office and NBD to confirm business objectives of the Pilot and underlying data needs
- Tolmi and SYRACUSE to inventory data required to support the defined business objectives of the Pilot ("Data") as listed in Exhibit B: Data Inventory
- SYRACUSE to provide information on the systems and infrastructure housing the Data
- Tolmi and SYRACUSE to define Data extraction and automation processes

Phase 2: Extraction

- SYRACUSE to provide Tolmi access to Data or connection(s) to sources/custodians of data, as required
- Tolmi to define and execute queries to extract data from SYRACUSE systems
- Tolmi to perform preliminary Data audit
- Tolmi and SYRACUSE to integrate with relevant data systems and/or set batch file transfer process as well as establish schedule for recurring Data extraction

Phase 3: Load

- Tolmi and SYRACUSE to define destination pathway and format for Data to populate the SYRACUSE cloud environment

- Tolemi and SYRACUSE to define the data structure in the SYRACUSE cloud environment
- Tolemi to push Data to the SYRACUSE cloud environment
- Tolemi and SYRACUSE to perform secondary Data audit
- Tolemi and SYRACUSE to establish process and schedule for recurring Data load

Phase 4: Transform

- Tolemi and SYRACUSE to define queries to deliver data and insights to support the Pilot
- Tolemi and SYRACUSE to review final data deliverables with end users
- Tolemi and SYRACUSE to refine the extraction, loading, and/or transformation processes, as needed
- Tolemi and SYRACUSE to finalize the extraction, loading, and/or transformation processes

Phase 5: Monitoring & Support

- Tolemi to monitor the established processes to ensure consistent delivery of Data in line with the stated business objectives of the Pilot
- Tolemi and SYRACUSE to hold performance assessment to assess the efficacy of the approach and areas for improvement
- Tolemi to provide ongoing customer support via channels including telephone, email, and online chat
- Tolemi to deploy upgrades in concert with ongoing maintenance and improvements of the Swarm application

Either party may advise the other party in advance of any major changes to this working schedule

IV. Term of Engagement

Tolemi and SYRACUSE estimate that Phases 1 through 4 will last for two to four months from the execution of the MOU. However, both parties acknowledge the uncertainty around the time required to finalize the extraction, loading, and transformation processes. Tolemi will provide Monitoring & Support for a term of three months after the finalization of the extraction, loading, and transformation processes

V. Costs and Expenses

The cost for all deliverables and accompanying services named in this Scope is zero (\$0.00) dollars.

Tolemi and SYRACUSE may amend this Scope of Work to include additional data and support for additional business objectives for a fee of zero (\$0.00) dollars, as agreed to by both parties.

Continued support and monitoring of the extraction, loading, and/or transformation processes implemented during the Pilot beyond the expiration of these Terms is subject to a cost of three hundred dollars (\$300.00) per month.

Expansion of the Pilot to a comprehensive approach to the build-out of the Data Warehouse, including some or all SYRACUSE data via the approach defined above is subject to a separate agreement.

Exhibit A: Pilot Objectives

DRAFT

Exhibit B: Data Inventory

DRAFT



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

December 7, 2020

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

RE: REQUESTING A WAIVER OF RFP – OpportunitySpace, Inc (d/b/a “Tolemi”)

Dear Mr. Copanas:

On behalf of the Office of Accountability, Performance, & Innovation, please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, to enter into an agreement with OpportunitySpace, Inc. (d/b/a “Tolemi”. The contract period shall be up to one (1) year commencing on execution of a contract approved by the Corporation Counsel.

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

Tolemi will provide services to the City to build pipelines to our existing Data Warehouse as part of this initial Pilot contract. A future contract may be pursued to expand the Pilot into a comprehensive approach to connect all City data to the Data Warehouse if deemed appropriate.

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

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

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9



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: December 7, 2020
SUBJECT: Waiver of RFP – OpportunitySpace, Inc. (d/b/a “Tolemi”)


On behalf of the Office of Accountability, Performance, & Innovation, I am requesting a waiver of the RFP process to enter into an agreement with OpportunitySpace, Inc. (d/b/a “Tolemi”). The contract period shall be up to one (1) year commencing on execution of a contract approved by the Corporation Counsel.

Initial services, as set forth in the attached Scope of Service, shall be at no cost to the City.

Tolemi will provide services to the City to build pipelines to our existing Data Warehouse as part of this Pilot contract. A future contract may be pursued to expand the Pilot into a comprehensive approach to connect all City data to the Data Warehouse if deemed appropriate.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

12-8-2020
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

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OFFICE OF ACCOUNTABILITY, PERFORMANCE, & INNOVATION

CITY OF SYRACUSE, MAYOR BEN WALSH

Nicolas Diaz
Chief Innovation and
Data Officer

December 3, 2020

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

Re: Waiver of the RFP process to Contract with OpportunitySpace, Inc. (d/b/a "Tolemi")

Dear Mr. Rudd:

Please request Mayoral and Council approval to waive the RFP process and authorize the City to enter into a contract with OpportunitySpace, Inc. (d/b/a. "Tolemi"). The contract period shall be up to one (1) year commencing on execution of a contract approved by the Corporation Counsel.

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

Tolemi will provide services to the City to build pipelines to our existing Data Warehouse as part of this initial Pilot contract. A future contract may be pursued to expand the Pilot into a comprehensive approach to connect all City data to the Data Warehouse if deemed appropriate.

Thank you for your assistance in this matter.

Sincerely,

Nicolas Diaz
Chief Innovation & Data Officer
Office of Accountability, Performance and Innovation

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

www.syr.gov.net

Disapprove _____
Date _____

Approve _____

Date 12-7-2020

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2020

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
ONE HUNDRED NINETY THOUSAND DOLLARS
(\$190,000.00) TO DEFRAY THE COST AND
EXPENSE OF SETTLEMENT OF THE
LITIGATION ACTION OF KIMBERLY DWYER
AND PATRICK J. DWYER V. THE CITY OF
SYRACUSE**

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 settlement of the litigation action of Kimberly Dwyer and Patrick J. Dwyer v. the City of Syracuse, Index No. 005576/2017, at an estimated maximum cost not to exceed One Hundred Ninety Thousand Dollars (\$190,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Hundred Ninety Thousand Dollars (\$190,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of One Hundred Ninety Thousand Dollars (\$190,000.00), 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 33(a)(1) of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than

three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

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

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

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

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

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

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2020

**ORDINANCE COMPROMISING A 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:

Kimberly Dwyer and Patrick J. Dwyer v. City of Syracuse
Index No. 005576/2017
Settlement Amount - \$190,000.00

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

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the proceeds of the sale of bonds in the amount of \$190,000 authorized contemporaneously herewith by ordinance of this Common Council or to the Judgment and Claims Budget Account No. 599302.01.93000 or another appropriate account as designated by the Commissioner of Finance.



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

December 8, 2020

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

Re: ***Kimberly Dwyer and Patrick J. Dwyer v. City of Syracuse***
Index No. 005576/2017

Dear Mr. Copanas:

Please place on the Common Council agenda for its next meeting of December 21, 2020, a proposed settlement of the above lawsuit. This action involves an allegation that plaintiff Kimberly Dwyer was injured as a result of falling off of her bicycle after riding it over a defective condition at or near Norwood Park. Her husband is also a party to the lawsuit, alleging a loss of Kimberly Dwyer's companionship. While the City of Syracuse denies the allegations in the lawsuit, we believe that this settlement is in the best financial interest of the City of Syracuse.

The proposed settlement amount is one hundred and ninety thousand dollars (\$190,000.00). The payment will be charged to the Judgment and Claims Account, No. #599302.01.93000, but may also be paid using a bond ordinance to be adopted contemporaneously with the authorization.

To that end we are also requesting a new bond to fund the \$190,000.00 settlement amount. Attached is the CIP form.

Thank you for your assistance.

Very truly yours,

Kristen E. Smith, Esq.
Corporation Counsel

A



City of Syracuse
AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	12/08/2020	Department:	Law
Project Name:	Kimberly Dwyer and Patrick J. Dwyer v. City of Syracuse, Lawsuit Settlement		
Project Cost:	\$190,000		
Contact Name:	Kristen E. Smith, Corporation Counsel		
Project Description: Plaintiff Kimberly Dwyer alleged that that she suffered personal injury from an accident that occurred at a Norwood Park in Syracuse.			
Projected Time Line & Funding Source(s)			
Estimated Start Date:	n/a	Estimated Completion Date:	n/a
Funding Source:	GO Bond	Dollar Amount:	\$190,000
Local Share: Cash Capital	n/a		
Local Share: Bonds (complete schedule below)	n/a		
State Aid/Grant (identify)	n/a		
Federal Aid/Grant (identify)	n/a		
Other (identify)			
Other (identify)			
		Total Project Funding(must equal cost):	\$190,000
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	2020-21	\$190,000	
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ n/a	
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan:	Yes	No	X Reason("No"): unanticipated court settlement
Director of Administration:	<i>[Signature]</i>		Date: 11 DEC 20
Director of Management & Budget:	<i>[Signature]</i>		Date: 12-9-2020
Commissioner of Finance:	<i>[Signature]</i>		Date: 12/10/2020

Ordinance No.

2020

**ORDINANCE AMENDING ORDINANCE NO. 550
OF 1984 AS LAST AMENDED BY ORDINANCE
NO. 158 OF 1989 TO ADOPT THE RETENTION
AND DISPOSITION SCHEDULE FOR NEW
YORK LOCAL GOVERNMENT RECORDS (LGS-
1) ISSUED PURSUANT TO ARTICLE 57-A OF
THE NEW YORK STATE ARTS AND
CULTURAL AFFAIRS LAW IN PART M,
MISCELLANEOUS, ARTICLE I, IN GENERAL,
SECTION 1-5**

BE IT ORDAINED, that Ordinance 550 of 1984 is hereby amended to read as follows:

Sec. 1-5. - City records retention and disposal.

- (a) Records Retention and Disposition Schedule No. 11-City-1, as amended and supplemented, containing records retention periods for city records established pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, is hereby adopted for use by the mayor, commissioners of aviation, parks and recreation, transportation, public works and community development, the corporation counsel, city auditor, the planning commission, board of zoning appeals, director of budget, director of consumer affairs and the city engineer of this city.
- (b) Records Retention and Disposition Schedules No. 4-P-1, 4-P-1A and 4-P-1B as amended and supplemented, containing records retention periods for city records established pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York, is hereby adopted for use by the chief of police of this city.
- (c) Records Retention and Disposition Schedule No. 24-CSP-2 as amended and supplemented, containing records retention periods for city records established pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York is hereby adopted for use by the director of personnel and labor relations.
- (d) Records Retention and Disposition Schedule MU-1, promulgated by the New York State Department of Education which supersedes all previous schedules for records of cities in New York State, and Records Retention and Disposition Schedule MI-1, promulgated by the New York State Department of Education which supersedes all previous schedules for records of miscellaneous local governments, are hereby adopted. Said schedule applies to records of the Syracuse Urban Renewal Agency, Syracuse Industrial Development Agency, etc.

- (e) Records Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued pursuant to Article 57-a of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.
- (f) The common council authorizes the disposition of records in accordance with retention periods set forth in the adopted records retention and disposition schedule.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

November 24, 2020

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to adopt the Retention and Disposition Schedule for New York Local Government Records (LGS-1) issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is here by adopted for use by all officers in legally disposing of valueless records listed therein.

In accordance with Article 57-A (a) only records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein; (b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established legal minimum periods.

Sincerely,

Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Resolution No.

2020

**RESOLUTION APPOINTING MEMBER TO THE
BOARD OF ASSESSMENT REVIEW**

BE IT RESOLVED, by this Common Council that the individual set forth below be and hereby is appointed to serve a five-year term on the Board of Assessment Review on administrative hearing panels, as authorized by Section 523 of the Real Property Tax Law. Such term shall expire on September 30, 2025.

NAME

ADDRESS

Joseph J. Saya

203 Sedgwick Drive

BE IT FURTHER RESOLVED, that the aforementioned shall be compensated for said services at the current rate applicable to members of the Board of Assessment Review.



15

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

4 December 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy Commissioner

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

RE: Request for Legislation

Dear Mr. Copanas:

Please prepare appropriate legislation for the next Common Council agenda to reappoint Joseph Saya of 203 Sedgwich Drive to the Board of Assessment Review for a term expiring September 30, 2025, pursuant to Section 523 of the New York State Real Property Tax Law.

Mr. Saya has been an asset to the Board of Assessment Review for the past 18 years.

Board members typically meet approximately 20 times during February and March to hear complaints concerning assessments. They are paid \$100.00 per session.

Very Truly Yours,

David Clifford
Commissioner of Assessment

cc: Evan Helgesen
Special Assistant to the Mayor

**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.

19

1648 15

Ordinance No.

2020

**ORDINANCE AUTHORIZING A MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF
SYRACUSE AND THE ONONDAGA COUNTY
WATER AUTHORITY RELATIVE TO
EXPLORING THE CONSOLIDATION OF THE
CITY OF SYRACUSE WATER DEPARTMENT
WITH THE ONONDAGA COUNTY WATER
AUTHORITY AS RECOMMENDED IN THE JUNE
2019 REPORT FROM THE NEW YORK STATE
FINANCIAL RESTRUCTURING BOARD OF
LOCAL GOVERNMENTS**

WHEREAS, in June of 2019 the New York State Financial Restructuring Board of Local Governments, after conducting a comprehensive review of the City of Syracuse's operations, finances, and practices, issued a report which included a recommendation that the City of Syracuse explore the possibility of consolidating its Water Department with the Onondaga County Water Authority; and

WHEREAS, the City and the Onondaga County Water Society are interested in exploring the possibility of consolidation, and wish to enter into a Memorandum of Understanding to conduct a joint feasibility study relative to the consolidation of the two entities; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor is authorized to execute a MOU between the City and Onondaga County Water Authority relative to the collaboration on exploring the recommendation of the New York State Financial Restructuring Board of Local Governments regarding consolidation of the City of Syracuse Water Department and the Onondaga County Water Authority; and

BE IT FURTHER ORDAINED, that pursuant to this Memorandum of Understanding the City and the Onondaga County Water Authority will work together to prepare a Request for

Qualifications and Proposals for professional services to conduct a feasibility study regarding consolidation of the two water systems; and

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

16 18 15



DEPARTMENT OF WATER

CITY OF SYRACUSE, MAYOR BEN WALSH

Joseph B. Awald, PE
Commissioner

John D. Walsh
Deputy Commissioner

October 27, 2020

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

RE: Memorandum of Understanding

Dear Mr. Copanas,

Please prepare legislation for the Common Council agenda authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Onondaga County Water Authority (OCWA). This project involves the City to explore the consolidation of its water system with OCWA.

The New York State Financial Restructuring Board for Local Governments conducted a comprehensive review of the City's operations, finances and practices, and issued a report dated June 2019 recommending, among other things, that the City explore the consolidation of its water system with that of the Authority (OCWA).

The City and OCWA will develop a Request for both Qualifications and Proposals for professional services to conduct a Feasibility Study to consolidate the two water systems. Approval of the Mayor and Common Council will be requested before any commitment for any expenditures related to the professional services agreement.

Should you have any questions regarding this request, please do not hesitate to call me with any questions.

Sincerely,

Joseph Awald, PE
Commissioner of Water

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

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

11



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget *TR*
DATE: October 27, 2020
SUBJECT: Memorandum of Understanding

On behalf of the Department of Water, I am requesting a Memorandum of Understanding (MOU) with the **Onondaga County Water Authority (OCWA)**. This project involves the City to explore the consolidation of its water system with OCWA.

The New York State Financial Restructuring Board for Local Governments conducted a comprehensive review of the City's operations, finances and practices, and issued a report dated June 2019 recommending, among other things, that the City explore the consolidation of its water system with that of the Authority (OCWA).

The City and OCWA will develop a Request for both Qualifications and Proposals for professional services to conduct a feasibility study to consolidate the two water systems. Approval of the Mayor and Common Council will be requested before any commitment for any expenditures related to the professional services agreement.

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

10/28/2020
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING AGREEMENT
WITH THE ONONDAGA COUNTY RESOURCE
RECOVERY AGENCY (OCRRA) FOR USE OF
OCRRA'S SOLID WASTE DISPOSAL SYSTEM**

WHEREAS, the City and Onondaga County entered into an Intermunicipal Agreement to create the Onondaga County Resource Recovery Agency (OCRRA); and

WHEREAS, OCRRA was subsequently created by New York State to dispose of solid waste in Onondaga County; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the Onondaga County Resource Recovery Agency (OCRRA) for use of OCRRA's solid waste disposal system; and

BE IT FURTHER ORDAINED, that said agreement shall be for a period of two years commencing January 1, 2021 and continuing through December 31, 2022; and

BE IT FURTHER ORDAINED, that pursuant to said agreement, the City shall pay the tipping fees set forth below to be charged to Account #01.71900.415:

Year	Gross Tipping Fee	Prompt Payment Credit	Net Tipping Fee
2021	\$100.00/Ton	\$4.00/Ton	\$96.00/Ton
2022	\$100.00/Ton	\$4.00/Ton	\$96.00/Ton

; and

BE IT FURTHER ORDAINED, that pursuant to said agreement, the City shall pay a Recycling Fee of \$34.00/Ton for the term of the agreement; and

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



17

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

December 3, 2020

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13203

**Re: Agreement between OCRRA and the City of Syracuse for the use of
OCRRA's Solid Waste Management System (Hauler Agreement)**

Dear Mr. Copanas,

Please prepare legislation upon Mayoral approval for the next Common Council meeting to authorize the City of Syracuse to enter into an agreement with OCRRA's Solid Waste Management System (Hauler Agreement).

- The term of this agreement shall be for two years commencing on January 1, 2021 and shall terminate December 31, 2022
- The tipping fee for the solid waste system is \$100.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making a net amount of \$96.00 per ton, incentive included.
- The residential tipping fee for recycling is \$34.00 per ton.

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

Very truly yours,
Jeremy Robinson
Jeremy Robinson
Deputy Commissioner of DPW



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: December 7, 2020
SUBJECT: Mayoral Approval for an Agreement between OCRRA and the City of Syracuse for the use of OCRRA's Solid Waste Management System (Hauler Agreement)

On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with OCRRA for the use of the OCRRA's Solid Waste Management System (Hauler Agreement).

- The term of this agreement will be for two (2) years commencing on January 1, 2021 and shall terminate December 31, 2022.
- The tipping fee for use of the system is \$100.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making a net amount of \$96.00 per ton, incentive included.
- The residential tipping fee for recycling is \$34.00 per ton.

If you agree to enter into an agreement with OCRRA, 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.

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

12/15/2020
Date

/tm
cc: Jeremy Robinson, Commissioner of DPW

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

December 3, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

Tim Rudd
Budget and Management Director
City Hall Mayors Office
Syracuse, NY 13203

Re: Mayoral Approval for an Agreement between OCRRA and the City of Syracuse for the use of OCRRA's Solid Waste Management System (Hauler Agreement)

Dear Mr. Rudd,

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 OCRRA for the use of the OCRRA's Solid Waste Management System (Haulers Agreement)

- The term of this agreement shall be for two years commencing on January 1, 2021 and shall terminate December 31, 2022
- The tipping fee for the solid waste system is \$100.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making a net amount of \$96.00 per ton, incentive included.
- The residential tipping fee for recycling is \$34.00 per ton.


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

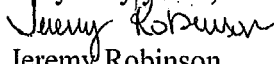
www.syr.gov.net

Approved; 

Denied: _____

Date: 12-14-2020

Very truly yours,


Jeremy Robinson

Deputy Commissioner of DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING A SMALL
WIRELESS FACILITIES MASTER LICENSE
AGREEMENT WITH NEW CINGULAR
WIRELESS PCS, LLC (AT&T) WHICH WOULD
AUTHORIZE NEW CINGULAR WIRELESS PCS,
LLC TO INSTALL NEW POLES OR UTILIZE
EXISTING POLES TO MAINTAIN SMALL
WIRELESS FACILITIES WITHIN THE CITY'S
RIGHT OF WAY**

WHEREAS, New Cingular Wireless PCS, LLC ("New Cingular") has requested that the Common Council and the Mayor of the City of Syracuse approve a Small Wireless Facilities Master License Agreement (the "Agreement"); and

WHEREAS, this Agreement would permit New Cingular to install new poles and to attach to existing poles to install small wireless facilities in the City right of way pursuant to local law and Federal Communications Commission ("FCC") Order #18-133; and

WHEREAS, the City of Syracuse and New Cingular have negotiated a proposed Agreement which complies with local law and the FCC Order, and protects the public interest of the City of Syracuse with respect to allowing access to the City's Right of Way; and

WHEREAS, the term of this Agreement shall be for twenty (20) years with individual pole licenses to be issued for ten (10) year periods with each pole license automatically renewing for three (3) consecutive five (5) year periods, provided the renewal occurs within the term of this Agreement;

WHEREAS, New Cingular shall pay the City both permit application fees for existing poles and new poles, as well as a small wireless facility recurring fee in accordance with Exhibit A of the Agreement;

NOW, THEREFORE, BE IT ORDAINED, as follows:

(1) That subject to the approval of the Mayor, the Common Council hereby approves the New Cingular request for a Small Wireless Facilities Master License Agreement and authorizes such Agreement between the City of Syracuse and New Cingular in substantially the same form as attached hereto as Exhibit "A";

(2) The Mayor, on behalf of the City of Syracuse is authorized to execute the above referenced Agreement with New Cingular, subject to review and approval by the City's Corporation Counsel; and

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately upon approval by the Mayor.

**SMALL WIRELESS FACILITIES
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Syracuse ("City") a municipal corporation organized and existing under the laws of the State of New York, and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T" or "Licensee"). City and AT&T are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS, the Federal Communications Commission ("FCC") pursuant to FCC Order 18-133 has defined "Small Wireless Facilities" in Appendix A thereto, §1.6002 Definitions (l), which will be the definitions applicable throughout this Agreement;

WHEREAS, AT&T is a licensed wireless communications provider that wishes to deploy Small Wireless Facilities to provide current and next generation wireless communications infrastructure, including 5G nodes that align with standards set by the Third Generation Partnership Project, in the City to meet burgeoning demand and emerging technological needs; and

WHEREAS, the City recognizes the importance of encouraging state of the art wireless communications, including 5G, to attract and retain businesses, to meet the needs of residents as well as educational, governmental, cultural and community organizations; and

WHEREAS, the City and AT&T have the mutual goal of deploying current and next generation wireless communications infrastructure and services, including 5G, across the City at a speed consistent with AT&T's deployment efforts in similar cities; and

WHEREAS, the City also recognizes the value of the public right-of-way ("ROW") for the installation of communications facilities and desires to manage said ROW in accordance with applicable FCC promulgated rules and regulations for such use by private and non-governmental entities;

WHEREAS, the City desires to allow for the provision of current and next generation wireless communications services, including 5G, and deployment of Small Wireless Facilities in a manner that will minimize the risk of adverse public consequences from new construction and/or installation of communications facilities in the ROW, expedite procedures for obtaining required approvals and eliminate barriers to the maintenance and expansion of wireless communications facilities and services in the City, in full compliance with applicable laws, rules, and regulations;

WHEREAS, given the foregoing, the Parties are willing to proceed under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Grant. Subject to applicable federal, state and local laws, and this Agreement, the City grants AT&T a nonexclusive license to:

- (a) access, use and occupy the City's ROW (as defined below), in accordance with the City's ordinances and permits 7 days a week, 24 hours a day, for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of equipment, technologies, frequencies and related fiber and materials reasonably necessary to access, connect, operate and provide power to its Small Wireless Facilities, including 5G wireless technologies ("Equipment") that enables AT&T's wireless communications ("AT&T's Use");
- (b) use and/or replace City owned or controlled poles for AT&T's Use ("City Owned Poles"), including in-kind replacement (in which case the pole would continue to be City owned), or upgrading to AT&T-owned freestanding pole installation integrating both a street light and concealed Small Wireless Facility Equipment ("Smart Pole(s)" in which case AT&T shall retain ownership of the Smart Pole, and the City shall maintain ownership of the street light and shall be responsible for all maintenance thereof;
- (c) use privately owned or controlled poles, including replacement poles, for AT&T's Use in the ROW pursuant to agreement with the entity owning the poles ("Privately Owned Poles");
- (d) install, replace or remove AT&T, AT&T affiliate or, for AT&T's benefit, third-party owned poles in the ROW for AT&T's Use ("AT&T Owned Poles") (collectively the poles identified in sub-clauses (b), (c) and (d) are referred to as "Poles").

For purposes of this Agreement, "ROW" means the public rights-of-way owned, managed or controlled by the City as maintained and/or set forth on the official maps and records of the City. AT&T's Use of Poles shall, in accordance with Section 4, require the City's approval of a Pole License (as defined below). The City shall grant AT&T access to the ROW as needed for this Agreement, however the City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare, and reserves the right to reasonably limit AT&T's access to the ROW for reasons including, but not limited to: public health, safety, and general welfare.

2. Term of Agreement. The term of this Agreement shall be for twenty (20) years beginning on the Effective Date (the "Term"). After the expiration or earlier

termination of this Agreement, it shall apply to all Pole Licenses entered into hereunder until the expiration or termination of such Pole Licenses. To the extent that an individual Pole License exceeds the term of this Agreement, the survival clause contained in Section 18 shall apply.

3. Fees. AT&T shall pay to the City the Fees set forth in the "Fee Schedule" attached hereto and made a part hereof as Exhibit A. AT&T shall pay the one-time application fee with submission of the Pole Application (defined in Section 4(a)). AT&T shall pay the initial recurring fee on or before January 2 in the subsequent year immediately following the year of approval, except if the application is not approved by September 30 of the preceding year, in which case AT&T shall pay the initial recurring fee on or before January 2 of the following year, and each year thereafter. Before any recurring fees are paid, City shall provide AT&T a completed, current Internal Revenue Service Form W-9 and state and local withholding form if required. AT&T may make payments by check made payable to the City of Syracuse and sent to the following address or through electronic transfer subject to the City's approval and necessary bank routing instructions.

City of Syracuse
Department of Finance
Commissioner of Finance
233 East Washington Street
Syracuse, New York 13202

4. Pole License.

(a) Prior to installing or replacing any Equipment or Poles, AT&T shall file an application with the City's Central Permit Office, located at 201 East Washington Street, Syracuse, NY 13202, ("Pole Application") for one or more Poles. Within sixty (60) days of receipt of a Pole Application for an Equipment attachment to existing City Poles or Privately Owned Poles, or ninety (90) days for new AT&T Owned Poles or batched applications which include new AT&T Owned Poles, the City shall, in writing, approve or reject the Pole Application.

(b) A batched Pole Application shall be deemed to be individual applications for separate Pole Licenses for each Pole included in the batched Pole Application. The City reserves the right to grant particular Pole Licenses from a batched Pole Application while denying others for cause. In such cases, the City shall not deny the entire batched application, but shall notify AT&T of which Pole Licenses from the batched Pole Application have been approved and which have been denied, within the applicable 60- or 90-day time period.

(c) If the City timely rejects the Pole Application, in whole or in part, the review period will be suspended until AT&T cures the non-compliance. Upon approval, a Pole

Application shall be deemed to be a separate pole license ("Pole License") for each pole included in the Pole Application.

(d) City may reject a Pole Application only for one or more of the following reasons, which must be specified with reasonable detail in the rejection:

- (i) concerns about structural capacity, safety, reliability, or generally applicable engineering practices;
- (ii) the Pole Application is incomplete;
- (iii) the proposed Equipment exceeds the height, dimension or other parameters for Small Wireless Facilities under applicable state or federal laws, rules or regulations;
- (iv) the design documents attached to the Pole Application do not comply with this Agreement or with the City's pole attachment laws, standards or regulations for traffic light poles, show interference with the City's public safety radio system, traffic signal light system, or other communications components, or interfere with other existing public or private utilities already placed in the ROW, or interfere with then known future City plans for the ROW; or
- (v) the design documents attached to the Pole Application do not comply with the City's published Aesthetic Design Standards, or the City's ROW access requirements for operating within the City ROW attached hereto as Exhibit B, or the City's safety standards attached hereto as Exhibit C.

(e) AT&T's Use shall comply with the City's published Aesthetic Design Standards at all times, including any and all replacement and reinforcement work, except that changes made to the Aesthetic Design Standards shall not be applied retroactively unless required by applicable state or federal law during the term of this Agreement. Any aesthetic or other design criteria for Small Wireless Facilities and Poles upon which Small Wireless Facilities are attached (collectively, the "Aesthetic Design Standards"), as promulgated by the City Engineer, shall apply only if the criteria are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other similar types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility application submitted hereunder, and (iv) comply with applicable federal and state laws. The Parties agree that the Aesthetic Design Standards published as of the Effective Date of this Agreement meet the criteria outlined in this sub-paragraph.

(f) AT&T's Use shall at all times comply with the City's ROW access requirements for operating within the City ROW attached hereto as Exhibit B, and the City's safety

standards attached hereto as Exhibit C.

(g) AT&T shall supply its own power source to its equipment. Any City-owned electrical circuit or system shall not be used by AT&T as a power supply source. AT&T shall pay for any electricity service for Small Wireless Facilities. Any electric meter required by the electric provider must comply with the Aesthetic Design Standards or shall be installed as otherwise required by the electric provider.

(h) The term of each Pole License shall be ten (10) years beginning on the first day of the month following the date that is ninety (90) days from the date of the fully approved or fully executed (as applicable) Pole License ("Commencement Date"). Unless AT&T provides written notice to the City prior to the expiration of the then current term that AT&T will not renew any Pole License, each Pole License will automatically renew for three (3) consecutive five (5) year periods, provided the renewal occurs with the Term of the Agreement.

(i) A Pole License may be terminated prior to the expiration of its term: (i) by City upon written notice to AT&T, if AT&T fails to pay any amount when due and such failure continues for thirty (30) days after AT&T's receipt of notice; (ii) by the City if the Equipment or Pole is installed or modified in a manner that differs from the design documents in the corresponding Pole Application in a material respect, provided the City first notifies AT&T of the material discrepancy, and AT&T fails to cure within sixty (60) days of the notice; (iii) by either Party upon written notice to the other Party, if such other Party fails to comply with this Agreement and the party has failed to initiate a cure within sixty (60) days after receipt of written notice; (iv) by AT&T at any time for any reason or no reason, upon written notice to the City; or (v) by AT&T in the event that AT&T fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to AT&T, provided AT&T first appeals such non-approval to the City Engineer within thirty (30) days of the non-approval, and the City Engineer affirms such non-approval or fails to otherwise cure a delay within thirty (30) days of the receipt of the appeal .

(j) No later than one hundred and eighty (180) days after the expiration or earlier termination of any Pole License (or thirty (30) days in the case of a structurally unsound AT&T Pole, as determined by the City), AT&T shall remove at its expense all AT&T Poles and/or Equipment subject to the expired or terminated Pole License and, other than reasonable wear and tear, repair and restore City Poles and the ROW to prior condition, unless (i) the AT&T Pole benefits either the City or a third party, provided such third party has City permission or license to maintain the Pole or (ii) City authorizes otherwise. In the event AT&T removes any City Poles pursuant to this Agreement, the

City shall retain ownership over such City Poles and shall provide directions to AT&T for their reuse or disposal. Notwithstanding the foregoing, if an AT&T Pole is determined by the City to be an immediate safety hazard, then the City shall remove the pole at AT&T's expense.

5. Effect of 2018 FCC Order. If during the term of the Agreement, a court of competent jurisdiction issues a final, non-appealable order vacating the Declaratory Ruling issued by the FCC on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088) ("Wireless Infrastructure Order"), if Congress adopts new statutory provisions governing these facilities, or if the FCC amends, revokes, or overrules the Wireless Infrastructure Order then the Parties shall immediately work in good faith to amend to this Agreement. Amendments to this agreement shall be consistent with all applicable federal, state and local laws, rules, regulations, orders or similar requirements, adopted or applied by any governmental authority with jurisdiction over the subject matter hereof. While the Parties work in good faith to amend the Agreement, the provisions of the Agreement shall continue to apply. If the Parties cannot agree to an amended agreement within one year, each Party shall have the right to terminate the Agreement with six (6) months written notice. In the event the Agreement is terminated by either Party under this paragraph, any existing Pole Licenses shall remain valid pursuant to Paragraph 17, but must comply with any then-existing federal, state and local laws, rules, regulations, orders or similar requirements.

6. Interference.

(a) AT&T shall not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to AT&T Poles, AT&T's Equipment or AT&T's Use provided, however, that the City reserves the right to take any action necessary to preserve public safety.

(b) If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to AT&T's Network Operations Center at (800) 621-2622 or to the City at a number designated by the City, and the Parties shall work together to cure the interference as soon as commercially possible.

(c) The Parties further agree that Exhibit C, which includes additional standards and requirements related to interference, is incorporated by reference into this Agreement in its entirety.

(d) The City shall not knowingly grant a permit to any third party if the City knows, with reasonable certainty, that such third party's use would directly interfere with AT&T's existing Equipment and use and operation of related facilities, or AT&T's ability to comply with the terms of this Agreement.

7. Maintenance and Modifications. AT&T shall periodically inspect, keep and

maintain all Equipment and AT&T Poles in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance, health, safety and radio frequency regulations or requirements of any local, state or federal regulating body, including the FCC. If technology is found to not be in compliance with applicable regulations and requirements, AT&T shall correct any such deficiencies. AT&T may conduct testing and maintenance activities, and repair and replace damaged or malfunctioning AT&T Poles and Equipment in accordance with the terms of this Agreement. Upon approval of a valid City permit, AT&T may maintain, repair, upgrade, replace and make like-kind modifications to any Small Wireless Facility that do not materially change the appearance of the Small Wireless Facility, violate Aesthetic Design Standards, or exceed the structural capacity of the supporting structure without requiring additional applications, permits or other City approval. In cases where AT&T determines that a plain metal City-Owned Pole should be replaced, AT&T shall replace with an AT&T-owned Smart Pole, unless the City, during the permitting process, waives this requirement and agrees to in-kind replacement. Notwithstanding the foregoing, all required permits and prior approvals shall be obtained from the City for all other non-Small Wireless Facilities work in the ROW, including the installation of related fiber optic connections, in accordance with existing agreements. To avoid confusion, any underground work or work that otherwise penetrates the surface of the ROW for any work aside from that necessary to install the Equipment contemplated in this Agreement requires a separate City permit.

8.

(a) Reporting. Upon completion of installation of a Small Wireless Facility, AT&T shall provide City an as-built drawing of the installed Small Wireless Facility. AT&T shall maintain and make available to the City Engineer and/or their designee, information sufficient to input into a georeferenced database of locations of all Small Wireless Facilities currently under construction, installed, and/or activated pursuant to this Agreement. For each Small Wireless Facility in the database, the list shall include the type and generation of wireless technologies that currently reside on the Small Wireless Facility and the date the technology was activated. AT&T shall provide this information on a monthly basis as Small Wireless Facilities are installed and activated, and shall be made available to the appropriate City official via a password-protected URL, secure FTP site, or other similar means of data transfer. AT&T is not required to submit monthly reports to the City if no Small Wireless Facilities are activated that month, however the City reserves the right to request updates from AT&T stating as much at its own election. The City shall request this information from AT&T at: 800-638-2822 and/or New Cingular Wireless PCS, LLC, Attn: Tower Asset Group – Lease Administration, Re: Wireless Installation on Structures (Syracuse, NY), FA No.: 10035215, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319. AT&T is solely responsible for the radio frequency ("RF") emissions emitted by its equipment being within the limits permitted under all applicable rules of the Federal Communications Commission. In addition to the requirements set forth in this Agreement and Exhibits B and C, AT&T shall provide an RF safety compliance letter that confirms that AT&T's Small Wireless Facilities meet the FCC's RF safety compliance requirements. To the

extent required by FCC rules, AT&T shall install appropriate signage to notify workers and third parties of the potential for exposure to RF emissions.

(b) Upon request by the City, AT&T shall test an amount not to exceed five percent (5%) of all installed Small Wireless Facilities each year, or, if five percent (5%) of all installed Small Wireless Facilities in the City equals an amount less than one (1) Small Wireless Facility, AT&T shall test the one (1) Small Wireless Facility, to ensure they comply with applicable health, safety and RF regulations with respect to each Pole License area. The City shall designate the Facility/Facilities to be tested each year. If any Small Wireless Facility/Facilities fail(s) to comply with applicable health, safety and radio frequency regulations with respect to each Pole License area AT&T shall test an additional ten percent (10%) of installed Small Wireless Facilities that year. If any of the additional ten percent (10%) tested fail, AT&T shall test an additional twenty percent (20%) that year. If any of the additional twenty percent (20%) fail, AT&T shall test an additional thirty percent (30%) that year. If any of the additional thirty percent (30%) fail, AT&T shall test an additional thirty-five percent (35%) that year. AT&T shall remedy any non-compliance within thirty (30) days and retest any Small Wireless Facility/Facilities that failed testing the following year, in addition to the base five percent (5%). AT&T shall not be required to retest any Small Wireless Facility/Facilities that comply(ies) with applicable standards for five years although the City reserves the right to test any poles or Small Wireless Facility/Facilities at any time, at the City's expense.

(c) To the extent that the Small Wireless Facility/Facilities tested meet all applicable standards for five (5) consecutive years, the number of sites to be tested shall not exceed three percent (3%) of all installed Small Wireless Facilities each year. If, during the application of this section, any Small Wireless Facility/Facilities fail(s) to comply with applicable health, safety and radio frequency regulations with respect to each Small Wireless Facilities area, Section 8(b) shall immediately take effect.

9. Removal and Relocation. No later than one-hundred fifty (150) days after receipt of written notice from City, AT&T shall remove and may relocate Poles and/or Equipment to an alternative location in the ROW, access to which shall be granted to AT&T by the City, subject to AT&T obtaining any third party authorizations, grants, permits necessary for its installation at the alternative location due to: (i) construction, expansion, repair, relocation, or maintenance of a street or other public improvement project; or (ii) maintenance, upgrade, expansion, replacement, or relocation of street light poles, traffic light poles, and/or traffic signal light system; or (iii) permanent closure of a street or sale of City property; or such other public purpose as may be authorized by the Common Council. Installation of Small Wireless Facilities on replacement poles shall not begin until all other utility relocations have occurred and the existing pole has been completely removed from the site in its entirety.

AT&T shall relocate and attach any existing City-owned fiber, light, or other related equipment from the existing pole to the new or replacement pole at no cost to the City. If the existing pole has a light arm, AT&T shall relocate the existing light arm on the replacement pole not more than one (1) foot downward and no more than three

(3) feet upward from its existing attachment height on the previous pole. AT&T shall relocate any light, arm, light components, and light power using qualified electrical workers at no cost to the City. AT&T shall remedy any damage to City-owned fiber, light, or other related equipment within thirty (30) days at no cost to the City.

If AT&T fails to remove or relocate any AT&T Pole or Equipment within one-hundred fifty (150) days, City shall be entitled to remove the AT&T Pole or Equipment at AT&T's expense. The Parties shall cooperate to the extent possible to assure continuity of service during any relocation. City shall use best efforts to provide a reasonably equivalent location, subject to the rights of third parties, that affords AT&T substantially similar engineering objectives.

10. Infrastructure Access. City may have a desire to access or extend infrastructure, including single mode optical fiber or conduits, installed during the term of this Agreement by AT&T, or a subsidiary of AT&T, or a third party on behalf of AT&T, in any ROW or on any City-owned property. The parties agree that any such access or extension will require an amendment to this Agreement and that any decision by AT&T to enter into any such amendment will be at AT&T's sole discretion and will result in a dollar for dollar offset, at fair market value of such access or extension, of any fees due hereunder. The parties further agree that in no event will such access, extension or negotiation thereof delay in any way the installation of infrastructure or the processing of Pole License applications.

11. Indemnity/Damages. AT&T, its successors, assigns, and agents, shall indemnify, defend and hold the City, its officers and employees, agents and contractors (the "Indemnified Parties") harmless from any and all liability and from any and all injury, loss, damage, claims, costs and expenses of every name and nature to person or property which may accrue or grow out of AT&T's Use or AT&T's breach of this Agreement. AT&T's indemnity shall not apply to any liability resulting from the gross negligence or reckless or willful misconduct of the City. The City shall give (within sixty (60) days from the date the City is served with a Notice of Claim) written notice to AT&T of any claim for which the City seeks indemnification. AT&T shall have the right to investigate these claims. AT&T shall not settle any claim without reasonable consent of the City, unless the settlement (i) will be fully funded by AT&T, and (ii) does not contain an admission of liability or wrongdoing by any Indemnified Party. Neither party will be liable under this Agreement for consequential, special, punitive or indirect damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

12. Insurance.

(a). AT&T and its subcontractors shall carry the following insurance: (i) commercial general liability insurance per ISO form CG 00 01 or its equivalent in an amount of \$3,000,000 per occurrence and \$5,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability

insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

(b). The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII and licensed to do business in New York State.

(c). AT&T shall provide the City Central Permit Desk with a Certificate of Insurance to provide evidence of insurance. AT&T shall provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

(d). AT&T may self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation to include the City as an additional insured, AT&T or its parent company shall have and continuously maintain a tangible net worth of at least one hundred million dollars (\$100,000,000.00). AT&T's self-insurance only covers Small Wireless Facility applications submitted to the City by AT&T. The provisions set forth in subsection (a) of this provision remain in effect for all subcontractors submitting Small Wireless Facility applications on behalf of AT&T.

13. Assignment. AT&T may assign this Agreement, any Pole License, and/or related permits to any entity which (i) is an affiliate, subsidiary or successor of AT&T; or (ii) that acquires all or substantially all of the AT&T's assets in the market. AT&T shall provide the City notice of any such assignment. Otherwise, AT&T shall not assign or transfer this Agreement or the rights granted hereunder without the City's consent.

14. Notices. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail or with a commercial courier. Unless either Party notifies the other of a change of address, notices shall be delivered as follows:

If to City:

City of Syracuse
Director of Central Permits
201 East Washington Street
Syracuse, New York 13202

With a copy to:

City of Syracuse
233 East Washington Street
Syracuse, New York 13202
Attn: Corporation Counsel

If to AT&T:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: [Site#]; Cell Site Name: City of Syracuse MAA (NY)

Fixed Asset #: 10035215
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319
With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
Re: Cell Site #: [Site#]; Cell Site Name: City of Syracuse MAA (NY)
Fixed Asset #: 10035215
208 S. Akard Street
Dallas, TX 75202-4206

Notices shall be deemed effective upon delivery or refusal of delivery.

15. Taxes. If City is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from AT&T with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to AT&T in the manner and for the amount required by law. AT&T shall pay such billed amount of Tax to City, and City shall remit such Tax to the appropriate tax authorities as required by law. AT&T shall have no obligation to pay any Tax for which AT&T is exempt. Otherwise, AT&T shall be responsible for paying all Taxes that are the legal responsibility of AT&T under laws.

16. Laws; Non-discrimination; Definition of Small Wireless Facility. The City, AT&T, and AT&T's subcontractors shall comply with applicable local, state and federal laws including, regulations and judicial decisions, FCC regulations and orders ("Law" or "Laws"). AT&T and its subcontractors shall comply with applicable local, state and federal labor or employment laws with respect to any workers who perform work on Small Cell Facilities in the City's Right of Way.

(a) Notwithstanding anything else in this Agreement, City shall treat AT&T in a manner that is competitively neutral, nondiscriminatory, consistent with all applicable Laws, and is no more burdensome than other users of the ROW or City poles.

(b) "Small Wireless Facilities" are defined at those meeting the following conditions:

- i. The facilities are mounted on structures 50 feet or less in height including their antennas, or are mounted on structures no more than 10 percent taller than adjacent structures, or do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- ii. each antenna associated with the deployment, excluding associated antenna equipment, is no more than three cubic feet in volume, and

- iii. all other wireless equipment associated with the structure including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

17. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant AT&T an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

18. Survival. So long as a Pole License remains in effect, the following sections shall survive termination of this Agreement: 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16. In addition, Exhibits A, B, and C shall survive termination of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the day and year listed below.

CITY OF SYRACUSE

AT&T
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

(Signature)

Printed Name: Benjamin R. Walsh
Title: Mayor
Date:

(Signature)

Printed Name:
Title:
Date:

ATTEST:

City Clerk

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this ____ day of _____, 2020, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)

COUNTY OF _____) ss.:

On this ____ day of _____, 2020, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
FEE SCHEDULE

Permit Application Fees for Existing Poles:	\$500.00 (covers up to five (5) Small Wireless Facilities \$100.00 (covers each additional Small Wireless Facility beyond five (5))
Permit Application Fee for New Poles:	\$1,000.00 per Pole
Small Wireless Facility Recurring Fee:	\$270.00 per Small Wireless Facility per year.

Except as provided in this Fee Schedule, the City shall not require any other or additional recurring fees. Failure to pay recurring fees shall result in the imposition of a 5% penalty fee per annum (following a thirty (30) day opportunity for AT&T to cure the late payment), if necessary, and suspension or revocation of the Pole License.

EXHIBIT B
City ROW Access Requirements

1. AT&T shall construct, without cost to the City, and in accordance with plans, specifications and final locations to be approved by the City as set forth in this Agreement, the small cell facilities and related appurtenances (the "Work") which are authorized by this Agreement.
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.** Any deviations from the plans for the Work shall be signed by a Professional Engineer and submitted within thirty (30) days after the Department of Public Works has determined that the project is complete. If a deviation letter is reasonably determined to be necessary by the City, no further Pole License shall be issued until such letter is provided that City has first given AT&T notice of a perceived deviation
3. Traffic shall be maintained at all times during construction. If applicable, 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. All ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
5. 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 must be completed in accordance with all City of Syracuse standards.
6. The City Engineer and the Commissioner of Public Works 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 and the Commissioner of Public Works, if applicable.
7. Subject to the City Engineer review and approval, permission may be granted by the City for other utilities to cross the area to be occupied by the proposed facilities. The City shall notify AT&T of any such occupations, however the City shall have sole approval authority.

8. 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.
9. AT&T Wireless 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, AT&T Wireless, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer. Should the City Engineer reasonably 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.
10. AT&T Wireless, its successors, assigns, and agents shall, upon request by the City, allow the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed in the City's ROW with AT&T Wireless' lines and appurtenances; and AT&T Wireless shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of AT&T Wireless' lines and appurtenances in the ROW.
11. AT&T Wireless, its successors, assigns, and agents shall agree that the City, acting through its City Engineer shall have the reasonable authority to request any on site investigations, excavations or actions, to be taken at the sole expense of AT&T Wireless, which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
12. AT&T Wireless, 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.
13. 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.
14. AT&T shall be required to evaluate (at their expense) the feasibility and safety of plans to attach to any City or private utility owned property (including poles) and providing written certification to the City Engineer that such property or pole is structurally capable of supporting the proposed equipment to be installed thereon.

EXHIBIT C

Small Wireless Facility Safety Standards

1. AT&T Small Wireless Facilities may be used solely for Permitted Uses, and AT&T is not authorized to and shall not use the AT&T Small Wireless Facilities to offer or provide any other services not specified herein, or in the applicable site license.
2. AT&T is responsible for the study and evaluation of the existing City Owned Structures and Rights-of-Way to be utilized by AT&T and for determining the fitness for the use by AT&T. City expressly disclaims all warranties of merchantability and fitness for a purpose or absence of hazardous conditions associated with the City-Owned Structures and Rights-of-Way. City makes the City-Owned Structures and Rights-of-Way available for AT&T's use "AS IS."
3. All AT&T Small Wireless Facilities shall be designed and constructed by AT&T at AT&T's sole cost and expense, including without limitation any alteration or other change to the City's equipment or other improvements that may occur. Except as may be otherwise agreed pursuant to Section 10 of the Agreement, in no event shall City be obligated to compensate AT&T in any manner for any of AT&T's improvements or other work provided by AT&T during or related to the term of any Site License. Except as may be otherwise agreed pursuant to Section 10 of the Agreement, AT&T shall bear the cost of all work required from time to time to cause the Use Areas and City's adjoining property (if directly impacted by AT&T's work) to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by AT&T, by AT&T's use of the Use Areas, or by any exercise of the rights granted to AT&T under a Site License.
4. All work in the Rights-of-Way will be performed only by AT&T and its contractors and will be performed substantially in compliance with City Code, applicable City policies, National Electric Code (NEC), National Electric Safety Code (NESC), OSHA regulations, compliance with the FCC Radio Frequency Exposure Guidelines (FCC OET Bulletin 65 or IEEE C95 Standards, if applicable) and all other applicable radio frequency emissions laws and regulations in effect from time to time, including, FCC's RF for "general population/uncontrolled exposure" and for "occupational/controlled exposure".
5. AT&T shall, at all times during the term of a Pole License, maintain the AT&T Small Wireless Facilities in good repair and shall keep the Use Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.
6. Except during permitted construction and excepting safety devices, Small Wireless Facilities shall not emit noise greater than ambient noise level of the surrounding Rights-of-Way. This limitation does not apply to infrequent use of

equipment that is as quiet as or quieter than the use of air conditioning equipment that is no louder than a typical well-maintained residential air conditioning unit.

7. To the extent required by National Grid, AT&T shall install separate meters for any utilities used by AT&T. AT&T shall pay for all utilities supplied to, used, or consumed as a result of the operation of AT&T's Small Wireless Facilities, including without limitation (as applicable) all gas, electric, sanitation, and telephone installation and monthly use charge. AT&T shall comply with all City of Syracuse Ordinances, permit requirements, Utility Terms and Conditions, and regulations related to utility services. Any third-party equipment needed to service the AT&T Small Wireless Facilities shall be required to apply for and obtain separate permits.
8. AT&T shall not install, operate, or allow the use of equipment, methodology or technology that interferes or is likely to interfere with the optimum effective use or operation of City's existing or future fire, law enforcement, Police, Public Safety, transportation, information technology, engineering, emergency or other communication equipment, methodology or technology (including, but not limited to, voice, data or other carrying, receiving or transmitting equipment.) If such interference should occur, AT&T shall, within 48 hours, unless the City Engineer determines that there is an immediate impact on health or public safety communications devices, discontinue using the equipment, methodology or technology that causes the interference until AT&T takes corrective measures to alter AT&T Small Wireless Facilities to eliminate such interference. Any such corrective measures shall be made at no cost to City.
9. City may remove, alter, tear out, relocate, or damage portions of AT&T's Facilities in the case of fire, disaster, or other emergency if the City deems such action to be reasonable necessary under the circumstances. In such event, neither the City nor any agent, contractor or employee of the City shall be liable to AT&T or its customers or third parties for any harm so caused to them or AT&T's Facilities. When practical, City shall consult with AT&T in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption or operation of the AT&T's Facilities.
10. AT&T will alarm and remotely monitor operational status of its network equipment and will have field technicians available on call 24/7. In circumstances where the AT&T's equipment is damaged (struck by a vehicle, lightning, or otherwise damaged such that it presents a safety hazard), AT&T will remove or restore its equipment as soon as possible. If necessary in an emergency situation, the City shall have the right to remove AT&T's equipment including transporting it to an alternate location in the right-of-way or the City's facilities. The City shall notify AT&T of the damaged equipment by calling AT&T's NOC as soon as reasonably practicable. AT&T's NOC can be reached at 800) 621-2622. This number will be posted in the field on AT&T's equipment. AT&T shall be solely responsible for

all costs related to the removal and/or reinstallation of its equipment. The City shall have no liability for actions taken to remediate a hazard caused by damage to equipment, unless such liability is caused by the City's willful misconduct. AT&T will conduct radio frequency emission and interference testing immediately after installation of Small Wireless Facilities if placed within 500 feet of City's communication equipment for all FCC unlicensed spectrum to determine whether the Small Wireless Facilities will disrupt or interfere with City's uses.

11. Both City and AT&T may conduct radio frequency emission and interference studies from time to time to determine whether AT&T's use of the AT&T Small Wireless Facilities will interfere with City's use of the City-Owned Structures or the Rights-of-Way in accordance with the terms of Section 8 of the Agreement. In the event such a study indicates that AT&T's use is, or will, with scientific certainty, interfere with City's use of the City-Owned Structures or the Rights-of-Way, AT&T shall have thirty (30) days to remedy the interference or demonstrate non-interference to City's satisfaction. If the problem is not so remedied in thirty (30) days, then City may require AT&T, at AT&T's full expense, to relocate the AT&T Small Wireless Facilities so as to remove or minimize the interference, to the extent City deems necessary. City may permit AT&T to place a temporary Antenna (Cell on Wheels or similar installation) on the City-Owned Structures, the Rights-of-Way or at some other location acceptable to AT&T and City, during relocation of AT&T's Facilities.
12. City may, at its expense, perform tests as necessary to determine compliance of the AT&T Small Wireless Facilities on the City-Owned Structures or in the Rights-of-Way with Federal radio frequency exposure limit rules, 47 C.F.R. Section 1.1310, or subsequent Federal rules as amended from time to time.
13. AT&T shall demonstrate RF emissions compliance (using calculations and or measurements) with Federal radio frequency exposure limit rules utilizing an RF exposure assessment with all AT&T radios at maximum power to demonstrate the worst case RF emission scenario and that AT&T will not exceed the general population/uncontrolled or the occupational/controlled RF exposure limits set forth by the FCC prior to placing AT&T Small Wireless Facilities (or that of any sub-lessees of AT&T) on City-Owned Structures or in the Rights-of-Way into commercial operation. All such calculations and measurements shall be performed by a qualified radio engineer, and a copy of the compliance results shall be provided to all Parties. If the results of calculations or measurements show noncompliance with applicable radio frequency exposure limit rules then in effect, then noncompliant AT&T Small Wireless Facilities on the City-Owned Structures or in the Rights-of-Way shall be shut down (except for work necessary to bring it into compliance) until AT&T can demonstrate compliance with such rules. If the AT&T site is a low powered site (less than 5.6 Watts RMS (cumulative) connected to any antenna(s) (including multi-band antennas)), the AT&T shall be exempt from performing an RF exposure assessment to demonstrate compliance with Federal radio frequency exposure limits. Through calculations and or measurements the AT&T shall identify any areas that exceed

the "General Public/ Uncontrolled" limit of FCC regulations from their wireless transmitters.

14. City shall have the right to operate, replace and maintain all City-Owned Structures in such manner as best serves City's service requirements including, but not limited to, the right to allow the attachment of additional facilities. In the event of an emergency, AT&T agrees to shut down communications and electrical equipment within twenty-four (24) hours from the time of notice of such emergency. If AT&T fails to shut off the equipment within twenty-four (24) hours from the time of notice of an emergency, AT&T shall reimburse City for its costs related to the delay including time and labor expenses. The reimbursement will be at a minimum \$500 per incident. In the event the City notifies AT&T of the need to shut down communications and electrical equipment in order for the City to perform maintenance, test, or replace a City-Owned Structure, City shall notify AT&T, and AT&T shall respond to such request within twenty-four (24) hours of such notification in order to coordinate plans to power down affected communications and electrical equipment.

15. **Safety Program for City's Employees**

- (a) In order to perform duties necessary as owner and manager of the public Rights-of-Way, the City and its employees, agents, and representatives must have uninterrupted and safe access to the Rights-of-Way and all structures located thereon. In order to ensure the safety of those working on or near AT&T's Facilities, AT&T must comply with all of the following safety protocol:
 - (1) For all Small Wireless Facilities deployed on or after the effective date of these Terms, provide access to a manual kill switch with indicator for each Small Wireless Site that the City's employees, agents, or representatives can use to turn off all power to the AT&T's Facilities while City work is performed at the location.



18

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

3 December 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: New Cingular Wireless PCS, LLC (AT&T) Small Wireless Facilities Master License Agreement

Dear Mr. Copanas,

Please prepare legislation for the next regular scheduled meeting of the Common Council to allow the Mayor to enter into a Small Wireless Facilities Master License Agreement with New Cingular Wireless PCS, LLC (AT&T). This agreement will govern the installation, maintenance, and removal of Small Wireless Facilities within the City's right of way (ROW) including the permitting, fees, and aesthetic standards. The term of the agreement will be for twenty (20) years. The provisions of this agreement will be in compliance with the Federal Communications Commission ("FCC") Order 18-133 and other applicable regulations.

The full agreement is attached for reference. Revenue generated under this agreement will be based on the fee schedule marked as Exhibit "A", and deposited into an account determined by the Commissioner of Finance.

Thank you,

Jeremy Robinson
Commissioner

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

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gt



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: December 8, 2020
SUBJECT: License Agreement with New Cingular Wireless PCS, LLC (AT&T)

On behalf of the Department of Public Works, I am requesting that the City of Syracuse authorize permission to enter into a Small Wireless Facilities Master License Agreement with New Cingular Wireless PCS, LLC (AT&T). This agreement will govern the installation, maintenance, and removal of Small Wireless Facilities within the City's right of way (ROW) including the permitting, fees and aesthetic standards. The term of the agreement shall be for twenty (20) years. The provisions of this agreement will be in compliance with the Federal Communications Commission ("FCC") Order 18-133 and other applicable regulations.

Revenue generated under this agreement will be based on the fee schedule marked as Exhibit "A" and deposited into an account determined by the Commissioner of Finance.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

12/9/2020
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.syrgov.net

Ordinance No.

2020

**ORDINANCE AMENDING ORDINANCE
NO. 736-2019 AUTHORIZING THE CITY TO
APPLY FOR A NEW YORK STATE OFFICE OF
CHILDREN AND FAMILY SERVICES GRANT IN
AN AMOUNT NOT TO EXCEED \$10,000.00 FOR
YOUTH DEVELOPMENT FUNDING
AND IF AWARDED ENTER INTO AN
INTERMUNICIPAL AGREEMENT BETWEEN
THE CITY OF SYRACUSE AND THE
ONONDAGA COUNTY DEPARTMENT OF
CHILDREN AND FAMILY SERVICES
RELATIVE TO ACCEPTANCE OF THE GRANT
FUNDS**

BE IT ORDAINED, that Ordinance No. 736-2019 is hereby amended to read as follows:

BE IT ORDAINED, that the Mayor be and he hereby is authorized to apply for and if awarded execute an intermunicipal agreement between the City of Syracuse and the Onondaga County Department of Children and Family Services to accept New York State Office of Children and Family Services –grant funds in an amount not to exceed \$28,945.00* to be used for reimbursement of expenses related to the Expanded After School Fitness and Wellness Program at the following City Parks and Recreation facilities: Seals Center at Kirk Park, Ed Smith After School Program, Wilson Park, Bova Center at Schiller Park, Magnarelli Center at McChesney Park, Southwest Community Center, Burnet Park, and the Northeast Community Center, offered between January 1, 2020 and December 31, 2020; no City matching funds are required; the funding may be renewed annually by Onondaga County through December 31, 2021; and

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

BE IT FURTHER ORDAINED, that the agreement shall be subject to necessary Onondaga County approval; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said application authorized herein, the Commissioner of Finance is authorized and directed to deposit the same in Account Number 01.438200 or another appropriate account as designated by the Commissioner of Finance.

_____ = new material

* previously read \$10,000.00



19

Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

December 2, 2020

Janet L. Burke
Director, Bureau of
Research

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

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next scheduled meeting of the Common Council authorizing the City of Syracuse to accept an amendment to ordinance #736 (12/16/19) increasing the amount received from Onondaga County Youth Bureau/Department of Children and Family Services through the NYS Office of Children and Family services from not to exceed \$10,000 to \$28,945.

The funds will be used to partially cover the expenditures for the Department of Parks, Recreation & Youth Programs' After School Health and Wellness program and Expanded Recreation from January 2020 – December 2020, and to cover administrative costs associated with these programs.

Sincerely,

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget *TR*
DATE: December 7, 2020
SUBJECT: Amend Agreement with Onondaga County Youth Bureau/Department of Children and Family Services

On behalf of the Department of Research, I am requesting the City amend Ordinance #736-2019 that provided authorization to enter into an agreement with Onondaga County Youth Bureau/Department of Children and Family Services through the NYS Office of Children and Family services from not to exceed \$10,000 to \$28,945.

The funds will be used to partially cover the expenditures for the Department of Parks, Recreation & Youth Programs' After School Health and Wellness Program and Expanded Recreation from January 2020 – December 2020, and to cover administrative costs associated with these programs.

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.

Ben Walsh

Mayor Ben Walsh
City of Syracuse, New York

12-8-2020
Date

/tm

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



County of Onondaga
Children & Family Services
Child Welfare ♦ Juvenile Justice ♦ Youth Bureau ♦ Children's Mental Health ♦ School-Based Initiatives
JOHN H. MULROY CIVIC CENTER
421 MONTGOMERY STREET, FLR.7E
SYRACUSE, NY 13202

Ryan McMahon
County Executive

www.ongov.net

Richard Gasiorowski
Commissioner

LD-115-20
November 30, 2020

Janet Burke
City of Syracuse Bureau of Research
233 East Washington Street, Ste. 419
Syracuse, NY 13204

ATTN: Mayor Ben Walsh

RE: Onondaga County Youth Bureau, Syracuse Parks and Recreation/ After School Fitness and Wellness
Amendment – Contract #CIT200002 (1/1/2020-12/31/2020)

Dear Mayor Walsh:

The purpose of this document is to amend Contract #CIT200002, your After-school Fitness and Wellness Agreement.

All terms of the existing agreement will remain in full force and effect unless superseded by this amendment, which covers an increase in compensation. The total compensation figure will be increased by \$20,445 in Expanded Recreation Funding. This increases the maximum amount of compensation from \$8,500 to \$28,945.

If you agree with the above, please indicate your concurrence by signing below and returning this amendment to the attention of Marilyn Woyciesjes, DCFS Contract Administrator, at the address listed above.

Very truly yours,

Richard Gasiorowski
Commissioner

RG/mw
CC: SMM

I, Ben Walsh, agree to the terms and conditions of the amendment to Contract #CIT200002.

Signature

Date

General Ordinance No.

2020

**GENERAL ORDINANCE AMENDING
CHAPTER 27 OF THE REVISED GENERAL
ORDINANCES OF THE CITY OF SYRACUSE,
AS AMENDED, BEING THE PROPERTY
CONSERVATION CODE OF THE CITY OF
SYRACUSE, TO ADD A NEW SECTION TO
ARTICLE 9 RENTAL REGISTRY TO BE ENTITLED
CONDITIONAL RENTAL REGISTRY CERTIFICATE**

BE IT ORDAINED, that a new Section 27-148 to be entitled "Conditional Rental Registry Certificate" shall be added to Article 9 of Chapter 27 of the Revised General Ordinances of the City of Syracuse, as amended, being the Property Conservation Code of the City of Syracuse, entitled Rental Registry which shall read as follows:

Section 27-148. Conditional Rental Registry Certificate

(a) A conditional rental registry certificate may be issued by the Director of Code Enforcement or their designee to an Owner of a one-family and/or two-family non-owner occupied dwelling whose rental registry certificate is applied for or eligible for renewal between the period of October 15 and March 31 if, at the time of registration, the Owner has satisfied the requirements of Section 27-133 (a) (1), (2), (5) and (6) above, in that they have completed the rental registry certificate application form and disclosed all required information to the satisfaction of the Division of Code Enforcement; they have paid all the required fees detailed in Section 27-132 above; they are current on all taxes and water bills for the property being registered; and they have no pending nuisance abatement proceedings or orders of closure for the property being registered but they are unable to satisfy the remaining requirements of Section 27-133 (a) (3), (4) and (7) to have no outstanding code violations, to complete an affidavit of compliance and to pass an interior and

exterior inspection of the property due to seasonal weather conditions that make it impracticable for the Owner to address exterior non-immediate health or safety code violations issued on or after October 15 of the year of the rental registry application and prior to April 1 of the following year;

(b) An owner seeking a conditional rental registry certificate shall complete an Affidavit of Compliance, pursuant to the requirements of Section 27-140, affirming that the property substantially satisfies each code requirement listed in the checklist on the affidavit of compliance with the exception of the identified exterior non-immediate health or safety violation for which the Owner intends to remedy and submit a request for exterior inspection to the Division of Code Enforcement prior to June 21 in order to be cleared of the violation.

(c) Owners issued a conditional rental registry certificate shall submit a request for an exterior inspection to the Division of Code Enforcement prior to June 21. An Owner must pass an exterior inspection conducted by an employee of the Division of Code Enforcement to be cleared of the exterior non-immediate health or safety code violation and satisfy the condition by which the rental registry certificate was issued.

(c) A conditional rental registry certificate shall be converted to a rental registry certificate once the property is cleared of its identified exterior non-immediate health or safety code violation. The three year term of the rental registry certificate will be considered to run for three (3) years from the date of issuance of the conditional rental registry certificate.

(d) A conditional rental registry certificate is void if:

(1) The Owner fails to submit a request for an exterior inspection to the Division of Code Enforcement prior to June 21;

(2) The Owner fails an exterior inspection conducted by an employee of the Division of Code Enforcement requested prior to June 21 but conducted after June 21;

(3) The Owner's property is cited for any additional code violations prior to or concurrent with the performance of the requested exterior inspection of the property by an employee of the Division of Code Enforcement; or

(4) The Owner fails to continue to meet the requirements of Section 27-133 (a) (1), (2), (5) and (6) above.

(e) A conditional rental registry certificate may only be granted to a property once every three years.

; and

BE IT FURTHER ORDAINED, that all remaining sections of Article 9 of Chapter 27 of the Revised General Ordinances of the City of Syracuse, as amended, being the Property Conservation Code of the City of Syracuse, not amended by this Ordinance shall remain in full force and effect as previously adopted.

; and

BE IT FURTHER ORDAINED, that this ordinance shall be effective immediately.



DIVISION OF CODE ENFORCEMENT

A DIVISION OF THE DEPARTMENT OF NEIGHBORHOOD
AND BUSINESS DEVELOPMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

Michael Collins
NBD Commissioner

Jacob R. Dishaw
Director of Code
Enforcement

Thomas Steinberg
Assistant Director of
Code Enforcement

December 8, 2020

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

RE: Request for Legislation to amend the Rental Registry Ordinance

Dear Mr. Copanas:

Please prepare legislation to be placed on the agenda of the next regularly scheduled Common Council meeting to amend Article 9, the Rental Registry Ordinance of Chapter 27 of the Revised General Ordinances, the Property Conservation Code of the City of Syracuse, so as to create a conditional rental registry certificate.

This conditional rental registry certificate will be issued in narrow situations where a property owner has an exterior non-immediate health or safety Code violation that cannot be fixed due to seasonal weather conditions.

The purpose of this legislation is to allow property owners who would otherwise qualify to obtain a conditional rental registry certificate so that they can be in compliance with the Syracuse Property Conservation Code. The conditional rental registry certificate requires property owners to remedy the exterior non-immediate health or safety Code violation once seasonal weather conditions permit or lose their conditional rental registry certificate.

Sincerely,

Jacob R. Dishaw

Director of Code Enforcement

Code Enforcement
201 East Washington
Street, Room 300
Syracuse, N.Y. 13202

Office 315 448 8695
Fax 315 448 8764

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2020

**ORDINANCE GRANTING PERMISSION TO
PATRICIA SIMS, OWNER OF THE PROPERTY
AT 131 RIDER AVENUE, SYRACUSE NEW
YORK TO INSTALL A LOWER DECK,
CONCRETE STAIRS, AND A CONCRETE RAMP
THAT ENCROACHES UP TO 11' INTO THE
RIDER AVENUE RIGHT-OF-WAY**

WHEREAS, Patricia Sims, owner of the property situated at 131 Rider Avenue, Syracuse, New York, has requested permission to install a lower deck, concrete stairs, and a concrete ramp that encroaches up to 11' into the Rider Avenue right-of-way; and

WHEREAS, the report of the Commissioner of the Department of Public Works is on file in the office of the City Clerk; NOW, THEREFORE,

BE IT ORDAINED, that this Common Council hereby grants permission to Patricia Sims (hereinafter referred to as the "Owner") to maintain the aforementioned encroachment, subject to the following conditions:

1. The Owner shall defend, indemnify and save harmless the City of Syracuse, its officers and servants, from any and all liability and from any and all claims, damages, costs and expenses to person or property which may occur out of the usage of said street right-of-way heretofore described.
2. The Common Council may terminate this permission upon thirty (30) days notice to the Owners.
3. Said Owner shall, within thirty (30) days from the effective date of this ordinance, file in the office of the City Clerk a duly acknowledged written acceptance of this permission and consent to its terms and conditions. Said acceptance, when so filed, shall constitute an agreement on the part of the Owners to do and conform to all conditions thereof.

4. Said Owner shall obtain the necessary permits, in addition to this permission ordinance, for the lower deck, concrete stairs, and the concrete ramp to be installed at 131 Rider Avenue.

5. Said Owner agrees and consents that the City will not be liable for any damage to the masonry wall from any cause, including but not limited to snow removal, utility repair and replacement, and sidewalk repairs.

6. Said Owner agrees and consents to maintain compliance with the requirements of the various City Departments attached hereto as Appendix "A".



Department of Neighborhood & Business Development
Central Permit Office
 Ben Walsh, Mayor

Encroach (Major) Plan Review Comments for Applicant
 (Revised 07/15)

Location of Proposed Work: 131 Rider Ave

Permit #: PC-0912-19

Permit Type: Encroach (Major)

Date: 11/25/2020

APPENDIX "A"

Contact: Patricia Simms

Phone #: 315-439-0397

The departments below have reviewed your application and provided the following comments.
Approval is subject to the conditions listed below.

Approval	Status Date	Status	Reviewer	Comments
Assessment - Commissioner	11/03/2020	Approved	David Clifford	no objection
Corporation Counsel	12/30/2019	Conditionally Approved	Kathryn Ryan	The office of the Corporation Counsel has no objections to the project so long as the Street Dedication process is followed, other city departments recommend approval, all conditions are followed and the City of Syracuse, all of its officers, employees or agents are indemnified and held harmless from any and all liability.
DPW - Commissioner	01/09/2020	Approved	Martin Davis	approved as a major encroachment
DPW - Sanitation & Sewers	12/12/2019	Conditionally Approved	Vinny Esposito	All utilities must be located prior to construction. (DSNY)
DPW - Sidewalk Inspector	12/30/2019	Conditionally Approved	Chris Ettinger	Steps must be built so sidewalk can be replaced without disturbing them.
DPW - Traffic Control	12/16/2019	Approved	Joe DiBello	
DPW - Transportation Planner	11/09/2020	Conditionally Approved	Neil Milcarek-Burke	Updated 11/12/20: The notated plans are acceptable and have met all conditions. 11/9/20: Updated site plan should be included with submittals. If sidewalk has been replaced and drystack wall removed this information is needed as part of the application documents. 12/30/19: Not recommended for approval. The need for the ramped walkway is acknowledged, however: - Property is a double lot, the yard space to the south should be used for ramps and walkway instead of the ROW. - Entire sidewalk is deficient/hazardous and should be replaced as part of any site work or as a condition of any encroachment. - Dry stack wall is in varying/poor condition across entire frontage and should be remedied as part of any site work. - Existing retaining wall is shown in City ROW. Wall is in poor condition and will need to be remedied/removed as part of any site work or encroachment.
Engineering - City Engineer	09/28/2020	Not Applicable	Ray Wills	Denied by Zoning 2/24/20 Commenting to remove from City Engineer IPS queue (as it seems to be stuck in the system)
Engineering - Design & Construction	12/16/2019	Internal Review Complete	John Kivlehan	No objection, existing house is elevated above the road/sidewalk resulting in the lead walk being composed of conc. steps (11 risers). Application states ramp is required for safer ingress/egress for owners (visually impaired, dementia). Proposed ramp location does not impact the current use/operation of the R.O.W.
Engineering - Mapping	12/16/2019	Internal Review	Ray Wills	The proposed work should have no impact on Mapping Division

Complete

assets in the area. However, the planting bed may provide a line of sight issue for pedestrians & traffic with cars exiting the driveway. These both should also be included in the encroachment waiver review & City indemnification, with the applicant assuming all liability injuries caused to, from or as a result of this encroachment, its installation, maintenance (or potential lack of.), Mapping Division would have no objections.

Engineering - Sewers	11/06/2020	Internal Review Complete	Mirza Malkoc	No objection
Fire Prevention Bureau	12/16/2019	Conditionally Approved	Elton Davis	12/16/19 no objections - see attachment
NBD - Commissioner	11/12/2020	Conditionally Approved	Michael Collins	Conditionally approved based on plans submitted and successful resolution of other conditions raised by other dept's.
City Planning - SOCPA	01/10/2020	Internal Review Complete	Owen Kerney	Considering the range of opinions and concerns, may be advisable to have the applicant the or designer come in, or call in to discuss the site, their proposals, and our concerns. The applicant needs to be able to make improvements to their property and potentially the City ROW, upon which they (and all of us) rely on to access our properties. Thanks, Owen Kerney 448-8110
Police Department - Community Policing	12/13/2019	Approved	Richard Shoff	none
Water Engineering	12/24/2019	Conditionally Approved	Kim Kelchner	12/24/2019 HOW WAS THIS PERMIT APPROVED WHEN HALF THE APPROVALS SAY PENDING!! CONDITIONALLY APPROVED: Curb boxes has to be located, protected and reset to grade.
Zoning Planner	11/02/2020	Approved	Lisa Welch	Per V-20-14. 2/4/2020 - Denied again (see 12/13/19); still no variance submitted. per HL
District Councilor	11/25/2020	Approved	Bob Moore	Approved by Councilor Majok. See email in Images\Docs
National Grid	01/30/2020	Conditionally Approved	Bob Moore	"Regarding PC-0912-19 (131 Rider Ave., Syracuse, NY), National Grid has both underground and overhead facilities across the street from House 131 on Rider Avenue. As always, it is important that the "High Voltage Proximity Act" is followed and Dig Safe is contacted to have all facilities located before any construction begins." Per Janice Gaffney from National Grid
Verizon	01/28/2020	Approved	Bob Moore	Approved per John Considine. See email in Images\Docs



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

21

December 2, 2020

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: PC-0912-19 Permission for encroachment to install a lower deck, concrete stairs, and a concrete ramp that encroaches up to 11' at 131 Rider Ave. into the River Ave ROW.

Dear Mr. Copanas,

Patricia Sims is requesting permission to install a lower deck, concrete stairs, and a concrete ramp that will encroach up to 11' into the ROW at 131 Rider Ave.

The proposed encroachment has been reviewed by the various city departments and utility companies and returned comments are enclosed. It appears that there is no major impediment to the request.

Please place on the Common Council agenda.

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Sincerely,

Jeremy Robinson
Commissioner of DPW

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22

Department of Public Works

ENCROACHMENT PERMIT ROUTING FORM

ADDRESS: 131 RIVER AVE SYR 13204 APPLICATION DATE: 12/4/19
PROPERTY: 088-06-32.1 PERMIT APPLICATION: PL-0912-19
OWNER: PATRICIA SIMS MINOR OR MAJOR ENCROACHMENT
CONTRACTOR: B.B. CONSTRUCTION PHONE:
EMAIL: jimw@homehq.org
DESCRIPTION OF WORK: INSTALLATION OF NEW STAIRS + TRANSITION
PLATFORM

TO:

ASSESSMENT	DPW	ENGINEERING	FIRE PREVENTION	LAW
NBD	PLANNING	POLICE	WATER	ZONING
DISTRICT COUNSILOR	CENTRO	NATIONAL GRID	VERIZON	

APPROVED/DENIED _____

REVIEWED BY _____ DATE _____

COMMENTS _____

This form is for the reviewing departments use only. Please do not return the Central Permit Office.

The applicant will receive the review comments that have been entered in IPS.

If you have any questions please call 315-448-47-15 or email centralpermitoffice@syr.gov.

Thank you

Encroachment Permit Instructions and Application

Jeremy Robinson
Commissioner

Martin E. Davis, L.S.
Deputy Commissioner



Ann Fordock
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS

Ben Walsh, Mayor

Encroachment Application and documents must be submitted to:

Central Permit Office
201 East Washington Street, Room 101
Syracuse, New York 13202, Phone # 315-448-4715
CentralPermitOffice@svrgov.net

SUBMITTAL REQUIREMENTS

Only complete applications will be accepted for review:

- ☒ Pages 5 and 6 of the Encroachment Application completed in full and signed by the owner of the property adjacent to the right-of-way.
- ☒ A copy of the stamped survey map* (must be to scale, not reduced) for the private property abutting the street right-of-way in question.
- ☒ A stamped or signed site plan* (must be to scale, not reduced) showing specific location and distances from front of main building abutting right-of-way, front and side property lines, curbs, sidewalks, sidewalk widths, and driveways and improvement dimensions (lengths, widths, and heights) for all encroaching features. Also, for fencing, location of any gates and direction they will open. The proposal can be drawn (to scale) on a copy of the property survey, but applicant must initial all changes made to the stamped survey and cross out the surveyor's stamp.
- ☒ Elevation drawing* or manufacturer's catalogue cut of any features of the improvement.

*If you submit full size architectural drawings or survey maps, you must also submit one additional copy no larger than 11" x 17" or an electronic copy.

PLEASE FILL IN COMPLETELY

Address of Proposed Encroachment: 131 Rider Ave Syracuse, NY 13207
Street address abutting the right-of-way where the improvement is being requested

Section, Block & Lot # (if known) 088. - 06 - 32.1

Property Owner (print name): Patricia Simms

Mailing Address (if different): _____

Phone #(s): 315-439-0397

Email Address(es): ysufag@icloud.com

PC-0912-19

Encroachment Permit Instructions and Application

Applicant / Owner's Representative
(print name):

B.B. CONSTRUCTION

Mailing Address:

P.O. BOX 595

Phone #(s):

ESRACUSE, N.Y. 13205

Email Address:

bblconstruction@yahoo.com / jimw@homehq.org

Type of Improvement requested:

INSTALLATION OF NEW STAIRS, TRANSITION PLATFORM,
SLOPED WALK AND RAILS TO ALLOW FOR SMOOTHER,
SAFER ACCESS TO SIDEWALK AT STREET. WORK
TRAVERSES FRONT PROPERTY SLOPE

Describe the style &/or materials of the
Improvement:

PRESSURE TREATED DECK, VINYL RAILINGS AND BALLUSTERS
CONCRETE RAMP SECTION AND CONCRETE STAIRS, LATTICE
TRIM
Ex: a picket fence; a masonry bench

List the dimensions of the Improvement
in feet and inches:

Horizontal: 10' - 9 1/2" Vertical: _____
Feet Inches Feet Inches

What is the reason(s) for the
Improvement?

TO ALLOW BETTER ACCESS FOR PROPERTY OWNER WHO IS
VISUALLY IMPAIRED AND HER PARTNER WHO HAS DEMENTIA
AND IS MOBILITY IMPAIRED. REPLACES DETERIORATED STAIRS
Specify any hardship or special circumstances, or public benefit to be gained, if
applicable. Attach documentation or a letter of explanation if necessary.

Is this Improvement part of a larger
project?

Yes

No

If yes, please identify the project and specify the additional city/county approvals
being applied for

How far does the feature encroach into
the City's Right of Way?

3'-0" (PORTION OF LOWER DECK SECTION
ADD. 3'-6" (FOR STAIRS) AND CONCRETE RAMP THAT EXTENDS
INTO CITY R.O.W. CONCRETE RAMP
6'-6" TOTAL TRANSITIONS ACROSS FRONT OF PROPERTY TO
REDUCE VERTICAL DROP DUE TO SLOPE OF
ROAD)

SIGNATURE OF THE OWNER

I (we) certify that I (we) own the private property listed above (i.e., the property abutting the requested improvement).

Signature(s):

Peterson, James

12/3/19
Date

Date

MAXIAN • HORST
Lastpage Architecture, Inc.
1000 Howard Avenue
Bryn Mawr, PA 19009
P 215-662-2422
F 215-662-2498

DATE: 07/19/2019
SCALE: 1"=5'
DRAWN BY: LS

SITE PLAN
131 RIDER AVE, SYRACUSE, NY
PC-0012-19

DRAWING #
L-2.0

MAXIAN + HORST
Landscape Architecture, WISE.
300 Barclay Avenue
Pittsford, NY 14534
A 608-733-3466
F 315-472-4299
www.maxianhorst.com

DATE: 07/19/2019
SCALE: 1" = 5'
DRAWN BY: LS

SITE PLAN
1131 RIDER AVE, SYRACUSE, NY
00000002-19

DRAWING #
L-2.0

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 1113 COLVIN
STREET WEST 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 1113 Colvin Street West, being Lot 5, Block 8, Tract B & H Amended, Section 078, Block -02, Lot -05.0 (078.-02-05.0), Property No. 1318102200, 33 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

22

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 1113 Colvin St W 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:

1113 Colvin St W
Lot 5 Bl 8 Tr B&H Amd
078. - 02 - 05.0
Property #: 1318102200
33x132 Wh
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.

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

The City of Syracuse shall discharge all quarters due at the time of closing for the current year's tax. The pro-rata 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

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 116 FITCH
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 116 Fitch Street, being Lot P 27 & 28, Block 131 A, Tract F.P., Section 092, Block -11, Lot -26.0 (092.-11-26.0), Property No. 1028000800, 40 x 99 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

23

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 116 Fitch St
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:

116 Fitch St
Lot P27&28 Bl131a Tr F.P
092. - 11 - 26.0
Property #: 1028000800
40x99 Wh
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.

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

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.

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

Very Truly Yours,

David M. Clifford
Commissioner

2

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 222
DELAWARE 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 222 Delaware Street, being Lot P 2, Block 328, Tract Kellogg, Section 092, Block -10, Lot -26.0 (092.-10-26.0), Property No. 1022002300, 62.79 x 109.57 Angular Wood House Unfinished 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.



24

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 222 Delaware St 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:

222 Delaware St
Lot P2 Bl328 Tr Kellogg
092. - 10 - 26.0
Property #: 1022002300
62.79x109.57 Ang Wh Unf
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.


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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

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

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 233 GENESEE
PARK DRIVE 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 233 Genesee Park Drive, being Lot P 57 & 56, Block 15, Tract Fairview, Section 037, Block -11, Lot -41.0 (037.-11-41.0), Property No. 1731203600, 44 x 132 Wood House & Garage Unfinished 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

25

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 233 Genesee Pk Dr 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:

233 Genesee Pk Dr
Lot P57&56bl15tr Fairview
037. - 11 - 41.0
Property #: 1731203600
44x132whxgar Unfin
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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-rata 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 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

David M. Clifford
Commissioner

4

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 112-114 GRANT
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 112-114 Grant Avenue, being Lot 11 & P 12, Block D, Tract Bellevue Heights, Section 087, Block -02, Lot -14.0 (087.-02-14.0), Property No. 1134200300, 50 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

26

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 112 - 14 Grant Ave TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

112 - 14 Grant Ave

Lot11p12bl D Tr Bell Hgts

087. - 02 - 14.0

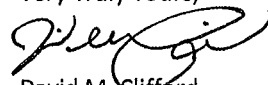
Property #: 1134200300

50x132 Whxgar

Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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 8370
Fax 315 448 8190

assessment@syr.gov.net

5

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 109 HARTSON
STREET FOR A TOTAL OF \$1.00**

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 109 Hartson Street, being Lot 13, Block 124, Tract Herriman 2nd Amended, Section 092, Block -26, Lot -11.0 (092.-26-11.0), Property No. 1137000400, 44 x 100 Vacant Lot 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 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; 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

27

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 109 Hartson St
TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$1.

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:

109 Hartson St
Lot 13 Bl124 Tr Herri 2 AD
092. - 26 - 11.0
Property #: 1137000400
44x100 Vac
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

6

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 141 HOBART
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 141 Hobart Avenue, being Lot 16, Block 3, Tract Sheldon 2nd Amended, Section 072, Block -02, Lot -15.0 (072.-02-15.0), Property No. 1440001200, 40 x 100 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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



28

DEPARTMENT OF ASSESSMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 141 Hobart Ave
TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

141 Hobart Ave

Lot 16 Bl 3 Tr Sheld 2 Am

072. - 02 - 15.0

Property #: 1440001200

40x100 Whxgar

Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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-rata 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 8370
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

7

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 125-127 HOPE
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 125-127 Hope Avenue, being Lot P 7, Tract G W C, Section 078, Block -07, Lot -41.0 (078.-07-41.0), Property No. 1941100300, 41.25 x 198 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

29

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 125 - 27 Hope Ave TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

125 - 27 Hope Ave

Lot P 7 Tr G W C

078. - 07 - 41.0

Property #: 1941100300

41.25x198 Wh X Gar Fp 15

Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.

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

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.

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

David M. Clifford
Commissioner

8

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 120
HUTCHINSON AVENUE & EDGEWOOD
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 120 Hutchinson Avenue & Edgewood Avenue, being Lot 30, Block 17, Tract Elmwood Park Extension, Section 079, Block -20, Lot -28.0 (079.-20-28.0), Property No. 1342101700, 40 x 132 Shingle 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

30

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 120 Hutchinson Ave & Edgewood 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:

120 Hutchinson Ave & Edgewood

Lot3obl7tr Elm Pk Ext

079. - 20 - 28.0

Property #: 1342101700

4ox132shingle Hxgar

Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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 8370
Fax 315 448 8190

assessment@syr.gov.net

10

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 317-319
MARGUERITE 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 317-319 Marguerite Avenue, being Lot 17, Tract Eaton, Section 078, Block -16, Lot -01.0 (078.-16-01.0), Property No. 1356003500, 40 x 128.44 Wood House & Garage Unfinished 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

31

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
Deputy
Commissioner

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

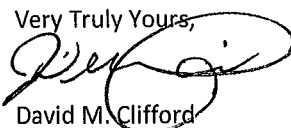
REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 317 - 19 Marguerite Ave TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

317 - 19 Marguerite Ave
Lot17tr Eaton
078. - 16 - 01.0
Property #: 1356003500
40x128.44 Whxgarxunfin
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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 8370
Fax 315 448 8190

assessment@syr.gov.net

11

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 1106 MIDLAND
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 1106 Midland Avenue, being Lot P 23 & 24, Block 1027, Tract Kirk Park Amended, Section 083, Block -03, Lot -05.0 (083.-03-05.0), Property No. 1961100900, 36 x 92 Wood House to Greater Syracuse Property Development Corporation for a total of \$1.00; 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

32

David M. Clifford
Commissioner

December 2, 2020

Ann E. Gallagher
First Deputy
Commissioner

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

Matthew D. Oja
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: 1106 Midland Ave TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

1106 Midland Ave
Lot P23&24 Bl1o27 Tr K PMD
083. - 03 - 05.0
Property #: 1961100900
36x92 Wh
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.

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

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.

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

David M. Clifford
Commissioner

12

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 226 PLEASANT
AVENUE WEST 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 226 Pleasant Avenue West, being Lot P 6 & P 7, Tract Potter Devoe, Section 076, Block -18, Lot -21.0 (076.-18-21.0), Property No. 1470205200, 41.83 x 119.85 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

33

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 226 Pleasant Ave W 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:

226 Pleasant Ave W
Lot P6 P7 Tr Potter Devoe
076. - 18 - 21.0
Property #: 1470205200
41.83x119.85 Wh
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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 8370
Fax 315 448 8190

assessment@syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

13

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 224 PUTNAM
STREET FOR A TOTAL OF \$1.00**

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 224 Putnam Street, being Lot P 68, Block 132, Tract F & P, Section 092, Block -04, Lot -41.0 (092.-04-41.0), Property No. 1172005300, 33 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$1.00; 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 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; 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

34

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 224 Putnam St TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$1.

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:

224 Putnam St
Lot P68 Bl 132 Tr F&P
092. - 04 - 41.0
Property #: 1172005300
33x132 Vac
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

Very Truly Yours,


David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

14

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 226 PUTNAM
STREET FOR A TOTAL OF \$1.00**

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 226 Putnam Street, being Lot P 68, Block 132, Tract F & P, Section 092, Block -04, Lot -42.0 (092.-04-42.0), Property No. 1172005400, 33 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$1.00; 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 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; 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

35

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 226 Putnam St
TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$1.

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:

226 Putnam St
Lot P68 Bl 132 Tr F&P
092. - 04 - 42.0
Property #: 1172005400
33x132 Vac
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,


David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

15

Ordinance No.

2020

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 159 WOLCOTT
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 159 Wolcott Avenue, being Lot H, Tract Stolp Park Amended, Section 088, Block -04, Lot -33.0 (088.-04-33.0), Property No. 1198001100, 49 x 143.53 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$1.00; 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

December 2, 2020

David M. Clifford
Commissioner

Ann E. Gallagher
First Deputy
Commissioner

Matthew D. Oja
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: 159 Wolcott Ave TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

159 Wolcott Ave
Lot H Tr Stolp Park Amd
088. - 04 - 33.0
Property #: 1198001100
49x143.53 Whxgar
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

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.

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

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

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

16