

COMMON COUNCIL
of the
CITY OF SYRACUSE

(04/12)

REGULAR MEETING – APRIL 12, 2021
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 – March 29, 2021 - (Adopted 9-0)*
5. *Public Hearing - Relative to Agenda Item #10 “Application – To the US Department of Housing and Urban Development for the 2021-2022 (Year 47) Consolidated Action Plan: Community Development Block Grant (CDBG) (\$5,083,142) HOME Investment Partnership Grant (\$1,416,256) Emergency Solutions Grant (\$431,664). Housing Opportunities for Person with AIDS (HOPWA) \$389,331. (Public Hearing was held on Thursday, April 8, 2021 at 5:30 P.M. via WebEx)” (Bill DeMarle, Kerry Quaglia, Andrea Wandersee, Walter Dixie, Sally Curran, Marwah Alobaidi, Rich Puchalski)*
6. *Petitions - (none)*
7. *Committee Reports - (none)*
8. *Communications – (From Empire State Development, the General Project Plans for the Prospect Place Mixed-use Development Capital Y228. Public comments may be submitted via email by 5:30pm on April 19, 2021; From Brian Rapp, Vice President of Bill Rapp, Inc., a letter accepting the terms and conditions of Special Ordinance No. 77-2021 (03/21/2021)*

NEW BUSINESS

BY PRESIDENT HUDSON:

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

9-0

7-R

BY COUNCILOR BEY:

- H** 10. Application – To the US Department of Housing and Urban Development for the 2021-2022 (Year 47) Consolidated Action Plan: Community Development Block Grant (CDBG) (\$5,083,142) HOME Investment Partnership Grant (\$1,416,256) Emergency Solutions Grant (\$431,664). Housing Opportunities for Person with AIDS (HOPWA) \$389,331. (Public Hearing was held on Thursday, April 8, 2021 at 5:30 P.M. via Webex) **H**
- 9-0** 11. Amend - Ord. #431 (09/28/2020), “Authorize - Consultant Agreement with Saratoga Associates, to provide professional planning, design and engineering services to the Onondaga Creek and Seneca Turnpike project, in an amount not to exceed \$89,610, with a term ending July 31, 2021. From Fund #07, Account #599807 Department #00400 Project #701226016. The City will be fully reimbursed by a grant with NYS under the Local Waterfront Revitalization Program.” Amend the contract to provide construction phase services and increase the amount not to exceed to \$91,610, with a term ending July 31, 2021. All other terms and conditions remain the same. **129**

BY COUNCILOR GREENE:

- 9-0** 12. Amend – The Revised General Ordinances of the City of Syracuse, Chapter 12, Article 4, entitled “Fire Department”. Amend to add a new Section 12-5 entitled “Cost Recovery Program”, to allow for the creation of a Schedule of Reasonable Fees, relative to the provision of hazardous material mitigation and technical rescue services, as detailed in the ordinance, effective April 1, 2021. **Gen. #10**
- 9-0** 13. Amend – Ord. #702, “Contract – With Conduent Enterprise Systems, LLC, (formerly Xerox) to provide Application and Technology Support Services to the Department of Finance for the period of two (2) years January 1, 2019-December 31, 2020; at an annual cost of \$75,420 (\$6,285 per month) Total cost not to exceed \$150,840 from Account #599891.01.90000 (General Fund-Financial Management System).” Amend to extend the contract period with Avenu Government Systems, LLC, (formerly Conduent Enterprise Systems, LLC) to February 28, 2021. Total cost not to exceed \$11,914. **130**

BY COUNCILOR PANIAGUA:

- 9-0** 14. Agreement - With CNY Works, Inc, to serve as a worksite for City youth enrolled in the CNY Works program, participants will be paid by CNY Works and placed in various City departments. The City Community Engagement Manager will serve as the point of contact, and will coordinate youth placement and management. The agreement will be for the period of April 1, 2021–March 31, 2022. At no cost to the City. **131**

BY COUNCILOR CARNI:

- 9-0** 15. Accept - From Pedals to Possibilities, an in-kind donation of an outdoor bicycle repair stand with air pump (valued at \$1,000) to be installed at the Oxford Green (near Midland/Bellevue intersection) along the Creekwalk for free public use. The repair stand will be installed and maintained by D.P.W. and the Parks Department. **132**

16. Amend – The Revised General Ordinances of the City of Syracuse, Chapter 14, Article 4, entitled “Food and Mobile Food Vendors”. Amend Section 14-50 entitled “Permits to vend”, to add an addition of a Class C Mobil Food Vending Location in the Parking Lot for the Creekwalk at Oxford Street, as detailed in the ordinance. **Gen. #11**
17. Bond Ordinance – Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of 2021/2022 Assessable Sidewalk Program. Total amount not to exceed \$1,400,000. **133**
18. Authorize – The 2021/2022 D.P.W. Assessable Sidewalk Program to reconstruct sidewalks at the request of the property owner or reconstruct condemned sidewalks. Cost thereof to be charged to the premises fronting thereon. Charge the proceeds to the sale of bonds of the City of Syracuse. Total cost not to exceed \$1,400,000. **134**
19. Application & Agreement - To and with the NYS DOT’s Passenger and Freight Rail Assistance Program (PFRAP) in an amount not to exceed \$4,000,000, on behalf of the Engineering Department. If awarded, the funds will be used, to make structural repairs on the New York Susquehanna and Western Railway Corporation (NYS&W) bridge adjacent to South Clinton Street which spans West Onondaga Street and Dickerson Street. Total project cost not to exceed \$4,000,000 with 90% NYSDOT PFRAP grant funding and the City 10% local share paid by NYS&W. **135**

BY COUNCILOR ALLEN:

20. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 223 Fobes Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **136**
21. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1153 Lemoyne Avenue, a wood house unfinished, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **137**
22. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 216 Mosely Drive, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **138**
23. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 608 Teall Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1) **139**
24. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 109 Willis Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **140**
25. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 118 Willis Avenue & Ulster Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **141**

- 9-0** 26. *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)* **142**

*Syracuse Common Council
Adjourned at 1:18 P.M.*

Ordinance No.

2021

**ORDINANCE AUTHORIZING CONSOLIDATED
SUBMISSION FOR 2021-2022 (YEAR 47)
COMMUNITY PLANNING AND DEVELOPMENT
PROGRAMS: COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG); EMERGENCY
SOLUTIONS GRANT (ESG); HOME INVESTMENT
PARTNERSHIP GRANT (HOME); AND HOUSING
OPPORTUNITIES FOR PERSONS WITH AIDS
(HOPWA) GRANT**

WHEREAS, the City of Syracuse is an eligible community to receive Community Development Block Grant funds; Emergency Solutions Grant funds; HOME Investment Partnership Grant funds; and Housing Opportunities for Persons with AIDS (HOPWA) Grant funds for 2021-2022 (Year 47) pursuant to the Housing and Community Development Act of 1974 (the "Act"); and

WHEREAS, the primary objective of said Act is to develop a viable urban community by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, under Title I of the Act and related regulations of the United States Department of Housing and Urban Development (42 U.S.C. 12701), it is required that the Community Development Program be approved by the local legislative body; and

WHEREAS, the Department of Neighborhood and Business Development (formerly known as the Department of Community Development) has held a public meeting on the Community Development Program remotely via WebEx on March 24, 2021 at 5:00 p.m.; and

WHEREAS, the Common Council of the City of Syracuse has held a public hearing on the Community Development Program remotely via WebEx on April 8, 2021 at 5:30 p.m.; NOW
THEREFORE,

BE IT ORDAINED, that this Common Council hereby approves the 2021-2022 (Year 47) Consolidated Submission for Community Planning and Development Programs for the City of Syracuse as set forth in the proposed Second Year Action Plan Budget (Year 47) which is attached as Appendix "A" to this Ordinance; and

BE IT FURTHER ORDAINED, that this Common Council hereby requires that Common Council approval by ordinance by two-thirds vote of all the members of the Council shall be necessary for the access and use of any HUD-108 funds for loans for any economic development project and a copy of such ordinance shall be submitted with the application for use of such HUD-108 funds in addition to any other documentation required by the applicable HUD rules and regulations; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse is hereby authorized to execute the certifications set forth in Section 91.225-Certifications which are on file with the City Clerk and before this Council; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and he hereby is authorized to execute and file with the United States Department of Housing and Urban Development an application, a copy of which is on file with the City Clerk and before this Council, for the 2021-2022 (Year 47) Community Development Block Grant Program funds in an amount not to exceed \$5,083,142 (est.); Emergency Solutions Grant Program funds in an amount not to exceed \$431,664 (est.); HOME Investment Partnership Program funds in an amount not to exceed \$1,416,256 (est.); and Housing Opportunities for Persons with AIDS (HOPWA) in an amount not to exceed \$389,331 (est.).



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

10 33

March 4, 2021

Commissioner
Michael Collins

Deputy Commissioner
Jennifer Tift

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

Re: Legislation Request – City of Syracuse's Second Annual Action Plan (2021-2022) with Draft Budget (Year 47)

Dear Mr. Copanas:

Please prepare legislation for the next Common Council agenda (March 29th, 2021) on behalf of the Department of Neighborhood and Business Development approving the City of Syracuse's Second Year Action Plan (2021-2022) with Budget (Year 47). The Action Plan is both a plan and an application to the U.S. Department of Housing and Urban Development containing allocations for four separate block grants conditioned on the receipt of the following amounts:

Community Development Block Grant (CDBG): \$5,083,142

HOME Investment Partnership (HOME): \$1,416,256

Emergency Solutions Grant (ESG): \$431,664

Housing Opportunities for Persons with AIDS (HOPWA): \$389,331

Attached please find budgets for the three primary block grants that depict the draft budget allocation that reflects the actual expected award. The department will hold their annual public comment meeting on the action plan at 5:00 PM on Wednesday, March 24. We request that the Council hold their public hearing on April 7, 2021. mcollins@syr.gov.

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

Office 315 448 8100
Fax 315 448 8036

www.syr.gov.net

Sincerely,

Michael Collins
Commissioner

Cc: Sharon Owens, Deputy Mayor
Jennifer Tift, Deputy Commissioner, NBD

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CDBG Year 47 Anticipated Budget

Applicant	Program	Final Year 46 CDBG Allocation	Draft Year 47 CDBG Allocation	% of Total
ARISE, Inc.	Housing Referral and Advocacy Program	\$ 28,235	\$ 28,235	0.5555%
Catholic Charities of Onondaga County	Staffing: Eviction Prevention + Relocation Assistance Program	\$ 168,310	\$ 168,310	3.3111%
	Direct Financial Assistance for Relocation Program	\$ 33,491	\$ 33,491	0.6589%
CenterState CEO Foundation	Build Ready & Up Start for Syracuse Build	\$ 30,579	\$ 30,579	0.6016%
CenterState CEO Foundation	Upstate Minority Economic Alliance	\$ -	\$ 8,900	0.1751%
CNY Fair Housing	Education, Enforcement, + Tenant Counseling	\$ 60,245	\$ 60,245	1.1852%
Cooperative Federal Credit Union	Youth Financial Empowerment Initiative	\$ -	\$ -	0.0000%
Dunbar Association *	Youth Program	\$ 22,689	\$ -	0.0000%
Empire Housing	Far Westside/City of Syracuse Revitalization Strategy	\$ 82,536	\$ 60,000	1.1804%
Goodlife Philanthropic Youth Foundation *	315 Lift	\$ 10,243	\$ -	0.0000%
Greater Syracuse Tenant Network	Tenant Advocacy in HUD Buildings	\$ 40,409	\$ 40,409	0.7950%
Home HeadQuarters	Urgent Care Repair Program*, Ramp Partnership with ARISE, Partnership with City of Syracuse Lead Program	\$ 1,269,413	\$ 1,419,413	27.9239%
	SHARP Program	\$ 254,825	\$ 254,825	5.0131%
	Homeownership Services - Downpayment Assistance	\$ 255,845	\$ 255,845	5.0332%
	Partnership with Syracuse Model Neighborhood Corporation	\$ -	\$ 48,000	0.9443%
	Homeownership Center	\$ 152,895	\$ 152,895	3.0079%
Huntington Family Centers, Inc.	Youth Services Program	\$ 26,928	\$ 26,928	0.5298%
InterFaith Works of CNY	Center for New Americans + Tenant Counseling / Housing Stability	\$ 63,626	\$ 63,626	1.2517%
Its About Childhood & Family (IACAF)	The Center for Hope Program	\$ -	\$ -	0.0000%
Jubilee Homes	Workforce + SW Neighborhood Economic Development	\$ 187,914	\$ 187,914	3.6968%
Legal Services of CNY *	Legal Services for Syracuse Housing Authority Tenants Resident Advocate	\$ 5,000	\$ -	0.0000%
Northeast Hawley Development Association (NEHDA)	Neighborhood Revitalization and Stabilization Program	\$ 73,883	\$ 73,883	1.4535%
Northside Learning Center	Increasing Wages, Improving English Literacy	\$ 2,000	\$ -	0.0000%
OnPoint For College	Career Services Program	\$ 11,267	\$ 11,267	0.2217%
PEACE *	Let Me Be Great: Be Great	\$ 17,583	\$ -	0.0000%
RISE	Refugee Immigrant Self-Empowerment	\$ 1,500	\$ 3,000	0.0590%
Syracuse Model Neighborhood Corporation (SMNC)	Stable Family Housing Program	\$ -	\$ -	0.0000%
Syracuse Model Neighborhood Facility, Inc.	Southwest Community Center (Focus on Youth, Seniors)	\$ 401,332	\$ 401,332	7.8954%
Syracuse Northeast Community Center	Northeast Community Center (Focus on Youth, Seniors)	\$ 307,618	\$ 307,618	6.0517%
Welch Terrace	Welch Terrace Housing	\$ 10,243	\$ 10,243	0.2015%
Westcott Community Center	Community Center Programming (Focus on Youth, Seniors)	\$ 104,925	\$ 104,925	2.0642%
Women's Opportunity Center	Journey To Success	\$ 25,419	\$ -	0.0000%
YWCA	Girls Inc.	\$ 15,365	\$ 15,000	\$ 0.00
	Women's Residence Program	\$ 15,365	\$ 15,365	0.3023%
NBD Distressed Property	Vacant Property Remediation (e.g. renovation, demolition)	\$ 391,350	\$ 226,620	4.4583%
City of Syracuse NBD (20% Cap)	NBD Administration	\$ 1,013,917	\$ 1,024,274	20.1504%
Common Council Consideration	Budget Adjustment	\$ -	\$ 50,000	0.9836%
GRAND TOTAL: PROPOSED ALLOCATION -->		\$ 5,084,950	\$ 5,083,142	100.0000%

HOME Year 47 Anticipated Budget

Funded Activities for HOME Program Year 47	Year 47 Draft Budget	% of Allocation
Total CHDO Operating Assistance (5% Max.)†	\$ 70,813	5.0%
Certified Community Housing Development Organizations - CHDO Operating Assistance		
<i>Covenant Housing</i>	\$ 35,406	2.5%
<i>Jubilee Homes of Syracuse, Inc.</i>	\$ 35,406	2.5%
CHDO Generated Activities - (15% Min.)†	\$ 212,438	15.0%
<i>CHDO-Eligible Construction Activities</i>	\$ 212,438	
Developer Subsidies and Direct Homebuyer Assistance	\$ 991,380	70.0%
HOME Administration - (10% Max.)†	\$ 141,625	10.0%
TOTAL HOME INVESTMENT PARTNERSHIP FUND ALLOCATION FROM HUD	\$ 1,416,256	100.0%
†Mandated by HOME regulations		
Estimated Program Income Program Year 47 (If received, will be allocated to developer subsidies.)	\$ 60,226	
Total PY 47 Allocation (Including Program Income)	\$ 1,476,482	

ESG Year 47 Anticipated Budget

Agency	Program	ESG Category	Year 46 Allocated	Year 47 Requested	Year 47 Draft Allocated	% of Allocation
Catholic Charities	Housing Stability Program *	Homeless Prevention	\$ 71,239.00	\$73,000	\$ 45,540.66	10.6%
Chadwick Residence	Transitional Housing	Transitional Housing	\$ 13,651.00	\$18,000	\$ 15,525.65	3.6%
Hiscock Legal Aid Society	Homeless Prevention Legal Services	Homeless Prevention	\$ 71,239.00	\$105,261	\$ 76,836.37	17.8%
In My Father's Kitchen	Under the Bridge Street Outreach	Street Outreach	\$ 57,162.00	\$75,315	\$ 60,864.77	14.1%
Interfaith Works	Housing Stabilization/Case Management	Homeless Prevention	\$ 24,313.00	\$36,267	\$ 26,331.57	6.1%
Liberty Resources Inc.	DePalmer House	Transitional	\$13,651.00	\$15,466	\$ 15,108.28	3.5%
Rescue Mission	HIS Team	Street Outreach	\$ 28,581.00	\$46,000	\$ 30,648.22	7.1%
The Salvation Army	TAPC	Rapid Rehousing	\$ 16,210.00	\$18,900	\$ 18,900.00	4.4%
The Salvation Army	Barnabas Case Management	Rapid Rehousing	\$ 12,371.00	\$15,000	\$ 15,000.00	3.5%
The Salvation Army	HALE	Rapid Rehousing	\$ 35,406.00	\$50,000	\$ 37,986.52	8.8%
Volunteer Lawyers Project	Eviction Defense Program	Homeless Prevention	\$ 50,763.00	\$96,020	\$ 56,548.12	13.1%
NBD	NBD Administration	Administration	\$ 31,994.00	\$31,994	\$ 32,374.84	7.5%
Total Expected			\$426,583	\$ 581,223	\$431,665.00	100.0%

**ORDINANCE AMENDING ORDINANCE NO.
111-2018 AS LAST AMENDED BY ORDINANCE
NO. 431-2020 AUTHORIZING CONTRACT
WITH SARATOGA ASSOCIATES RELATIVE
TO PROVIDING PROFESSIONAL PLANNING,
DESIGN AND ENGINEERING SERVICES FOR
THE CITY OF SYRACUSE**

BE IT ORDAINED, that Ordinance No. 111-2018 as last amended by Ordinance No. 431-2020 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Saratoga Associates, under the following terms:

(1) Saratoga Associates shall provide professional planning, design and engineering services for the City of Syracuse on behalf of the Division of Planning relative to the City's Local Waterfront Revitalization Program Project at Onondaga Creek and Seneca Turnpike; the agreement is hereby amended to increase the scope of services to include construction phase services, including review of submittals and shop drawings, responses to requests for information and participation in pre-construction meetings and calls for an additional cost of \$2,000.00;

(2) This contract will be effective as of the date of execution through July 31, 2021*; and

(3) The City shall pay to Saratoga Associates a total amount not to exceed \$91,610.00, for all services under this amended agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Budget Account #07.599807.00400.701226016 or another appropriate account to be determined by the Commissioner of Finance.

* previously read May 31, 2020 and July 31, 2020

** previously read \$89,610.00

_____ = new material



DIVISION OF CITY PLANNING

CITY OF SYRACUSE, MAYOR BEN WALSH

Owen Kerney
Assistant Director

March 25, 2021

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

Re: Request to Amend Ordinance No. 2020-431, Authorizing a Contract with Saratoga Associates to Provide Professional Services to the City of Syracuse

Dear Mr. Copanas,

Please prepare legislation for the next Common Council agenda on behalf of the Division of City Planning to amend Ordinance No. 2020-431, authorizing a contract with Saratoga Associates for professional services. Saratoga Associates provides services to the City for a New York State Department of State funded Local Waterfront Revitalization Program (LWRP) project at Onondaga Creek and Seneca Turnpike. The City has completed the design and permitting, bid the project, and intends to award the contract for construction in March 2021.

Please amend Saratoga's contract not to exceed amount from \$89,610.00 to \$91,610.00. This \$2,000 increase will be allocated for construction phase services provided by Saratoga Associates. These services will include review of submittals and shop drawings, responses to requests for information, and participation in pre-construction meetings and calls.

Please also amend Saratoga's contract end date to July 31, 2021. This will allow Saratoga Associates to provide the services noted above to the City this spring and early summer during construction.

This entire contract amount will be fully reimbursed to the City via the City's New York State grant. The City account is Fund 07, Account 599807, Department 00400, Project 701226016. Please contact me at 448-8110 or okerney@syr.gov.net with any questions

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

Office 315 448 8160

www.syr.gov.net

Sincerely,

Owen Kerney,
Assistant Director

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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: March 26, 2021
SUBJECT: Amend Ordinance - Authorizing a Contract with Saratoga Associates

Julie Castellitto
Assistant Director

On behalf of the Division of City Planning, I am requesting that the City of Syracuse amend Ordinance #431-2020, authorizing a contract with Saratoga Associates for professional services. Saratoga Associates provides services to the City for a New York State Department of State funded Local Waterfront Revitalization Program (LWRP) project at Onondaga Creek and Seneca Turnpike. The City has completed the design and permitting, bid the project, and intends to award the contract for construction in March 2021.

Please amend Saratoga's contract not to exceed amount from \$89,610.00 to \$91,610.00. This \$2,000 increase will be allocated for construction phase services provided by Saratoga Associates. These services will include review of submittals and shop drawings, responses to requests for information, and participation in pre-construction meetings and calls.

Please also amend Saratoga's contract end date to July 31, 2021. This will allow Saratoga Associates to provide the services noted above to the City this spring and early summer during construction.

This entire contract amount will be fully reimbursed to the City via the City's New York State grant. The City account is Fund 07, Account 599807, Department 00400, Project 701226016.

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

3/30/21
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

TMR/tm
cc: Owen Kerney, Assistant Director, City Planning

**ORDINANCE AMENDING CHAPTER 12 OF THE
REVISED GENERAL ORDINANCES OF THE
CITY OF SYRACUSE, AS AMENDED ENTITLED
“FIRE DEPARTMENT”, TO ADD A NEW
SECTION 12-5 TO BE ENTITLED “COST
RECOVERY PROGRAM” TO ALLOW FOR THE
CREATION OF A SCHEDULE OF REASONABLE
FEES RELATIVE TO THE PROVISION OF
HAZARDOUS MATERIALS MITIGATION
SERVICES AND TECHNICAL RESCUE
SERVICES THAT ARE ABOVE AND BEYOND
THE NORMAL RESCUE AND EMERGENCY
SERVICES PROVIDED BY THE CITY OF
SYRACUSE FIRE DEPARTMENT”**

BE IT ORDAINED, that Chapter 12 of the Revised General Ordinances of the City of Syracuse, as amended, is hereby amended to add a new Section 12-5 to be entitled “Cost Recovery Program” which shall read as follows:

Section 12-5. Cost Recovery Program

(a) The City hereby establishes a Cost Recovery Program which allows the City of Syracuse to be reimbursed, to the extent legally permissible, by those individuals or entities who are provided hazardous materials mitigation services and/or technical rescue services that are above and beyond the normal rescue and emergency services provided by the City of Syracuse Fire Department. The costs shall be applicable for services provided outside City limits.

(b) **Purpose.** The Common Council of the City hereby finds that such procedures are necessary to protect public health and safety to ensure that the Department of Fire has the capability to respond to these incidents which are separate and unique from standard firefighting response activities. Therefore, these incidents require the Department of Fire to maintain

specialized equipment and training in order to be capable of responding to these incidents in a manner that protects the public.

(c) **Definitions**

(1) **Expenses-** for the purposes of this section means the actual labor cost of government personnel, including workers compensation benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of disposal, and the cost of any contract labor and materials.

(2) **Hazardous materials emergency** – for the purposes of this section means a sudden and unexpected release of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

(3) **Heavy Duty Vehicular accident** – for the purposes of this section means a response to incidents that require the use of hydraulic rescue equipment or specialized rescue techniques to extricate trapped passengers and provide emergency medical aid.

(4) **Light Duty Vehicular accident** – for the purposes of this section means a response to incidents that require the use of hydraulic rescue equipment or specialized rescue techniques to extricate trapped passengers and provide emergency medical aid.

(5) **Major Hazardous Materials Response** – for purposes of this section means any response that involves a significant release of a hazardous substance. Examples of this type of major hazardous materials response shall include but not be limited to incidents involving multiple agencies, including state or federal assets or commercial cleanup contractors.

(6) **Minor Hazardous Materials Response** – for purposes of this section means any response to any release, spill, or leak of a hazardous material that requires skilled intervention to contain it. Such circumstances can be handled by personnel of the Syracuse Fire Department without outside assistance or clean up contractors. Examples of this type of minor hazardous materials incidents shall include but not be limited to auto accidents, service station spills, or vehicles leaking moderate amounts of fluids.

(7) **Technical Rescue Response** – for purposes of this section means a response to incidents that involve entanglement or entrapment in machinery, confined spaces, trenches or other areas with limited access and hazardous environments.

(d) Recovery Authorization

The City shall be entitled to recover expenses it may incur in the cleanup of any hazardous material emergency outside the City of Syracuse from the person or entity that owned and/or had control and/or caused the release of the hazardous material involved in the hazardous materials emergency. The City shall also be entitled to recover expenses it may incur for technical rescue response services provided outside the City of Syracuse. Recovery of expenses shall be pursuant to the following procedure:

(1) The Fire Department shall utilize the Schedule of Fees in subsection (E) below as guidance when calculating the expenses incurred for any particular hazardous materials emergency or technical rescue response services provided outside the City of Syracuse. The fee schedule for hazardous mitigation services and technical rescue response services in subsection (E) is not all inclusive and may be expanded upon with the approval of the Mayor and the Common Council. The rate for apparatus and equipment shall be established by the Chief of Fire and shall be filed with the City Clerk's Office and the Commissioner of Finance. These rates shall be updated on at least an annual basis.

(2) The City Fire Department shall determine responsibility for the emergency and request that the City's Department of Finance notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered. In circumstances where an individual or entity has insurance, the insurance carrier shall also be notified of the City's determination of responsibility and the expenses to be recovered.

(3) The notice sent by the Department of Finance shall specify that the party determined to be responsible may appeal the City's decision before a Hearing Officer to be appointed from outside the Fire Department by the Mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than fifteen (15) days from the date of the notice.

(4) In the event the party determined to be responsible appeals the determination, the Hearing Officer shall hold a hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.

(5) After the hearing has been conducted the Hearing Officer shall make a recommendation to the Fire Chief, who shall issue a decision assessing responsibility and costs.

(e) Fee Schedule

LIGHT DUTY VEHICULAR ACCIDENT RESPONSE FEE	\$450.00
HEAVY DUTY VEHICULAR ACCIDENT RESPONSE FEE	\$700.00
TECHNICAL RESCUE RESPONSE FEE	\$1,000.00
MINOR HAZARDOUS MATERIALS RESPONSE FEE	\$900.00
MAJOR HAZARDOUS MATERIALS RESPONSE FEE	\$1,800.00 plus the cost of any destroyed or contaminated equipment
DESTROYED OR CONTAMINATED EQUIPMENT	Full cost of the replacement of the equipment that was destroyed or contaminated

(f) No Admission of Liability

The payment of expenses determined owing under this section does not constitute an admission of liability or negligence in any legal action for damages.

(g) Action to Recover

In the event parties determined to be responsible for the repayment of hazardous material emergency costs fail to make payment to the City within thirty (30) days after a determination of any liability, the City's Corporation Counsel may initiate legal action in a court of competent jurisdiction to recover from the parties determined to be responsible the costs determined to be

owing, including the City's reasonable attorney's fees

(h) Severability

In the event that any section, paragraph, sentence, clause or phrase of this article is held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portions of the article shall be deemed severable from the article and shall in no way affect the validity of the rest of the article.

(i) Effective Date

The provisions of this Section of Chapter 12 of the Revised General Ordinances of the City of Syracuse shall be effective as of April 1, 2021.

; and

BE IT FURTHER ORDAINED, that all remaining sections of Chapter 12 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.



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

12-13-12-18

February 12, 2021

Bradley O'Connor CPA
Commissioner of Finance

Martha A. Maywalt
First Deputy Commissioner

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

Re: Request for Legislation to Collect Reimbursement for Expenses Incurred While Providing Emergency Services Outside the City of Syracuse

Dear Mr. Copanas:

Please prepare legislation for the next Common Council Meeting to allow the Commissioner of Finance, on behalf of the Department of Fire, to invoice and collect payments for emergency services provided to locations outside of the City of Syracuse. The Department of Fire will establish a schedule of reasonable fees to recover the costs to the Department for the use of materials, apparatus, labor, and equipment in the provision of hazardous materials mitigation and technical rescue services that are above and beyond the normal range of mutual aid.

Attached is the proposed fee schedule.

These fees would be effective April 1, 2021. All fees collected will be credited to account 01.415380.34100 – Fire Reimbursements – Outside Agencies.

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

Sincerely,

Bradley O'Connor, CPA
Commissioner of Finance

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

Office 315 448 8279
Fax 315 448 8424

www.syr.gov.net

cc: Frank Caliva, Chief Administrative Officer
Michael Monds, Chief of Fire

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**PROPOSED FEE SCHEDULE - HAZARDOUS MATERIALS RESPONSE &
TECHNICAL RESCUE SERVICES**

The Chief of Fire shall establish a schedule of reasonable fees to recover the costs incurred by the Syracuse Fire Department for the provision of rescue and hazardous materials response that are outside the normal scope of services. The fees shall be charged to the insurance carrier of the rescued individual or entity. In no instance will any emergency services be denied due to lack insurance coverage. The costs for apparatus and equipment shall be established by the Chief of Fire and shall be filed with the City Clerk's office. The list of rescue and response services provided herein is not all inclusive and may be expanded at the discretion of the Chief of Fire. Any contract with a third party agency for recovery under this section shall be subject to approval by the Common Council. The City of Syracuse shall be authorized to waive any such fees if said fees are deemed uncollectable.

LIGHT DUTY VEHICULAR ACCIDENT

\$450.00

Response to incidents that require containment of minor vehicle fluid leaks, vehicle stabilization, use of hand-tools, and patient care or stabilization.

HEAVY DUTY VEHICULAR ACCIDENT

\$700.00

Response to incidents that require the use of hydraulic rescue equipment or specialized rescue techniques to extricate trapped passengers and provide emergency medical aid. This type of incident may involve several fire department assets.

TECHNICAL RESCUE RESPONSE

\$1,000.00

Response to incidents that involve entanglement or entrapment in machinery, confined spaces, trenches or other areas with limited access and hazardous environments. This type of response may involve several fire department assets. In addition to the response fee, an itemized statement of all expended, lost, damaged or destroyed materials and equipment that require replacement will be added.

MINOR HAZARDOUS MATERIALS RESPONSE

\$900.00

Response to any release, spill, or leak of a hazardous material that requires skilled intervention to contain. These incidents can be handled by Syracuse Fire Department personnel without outside assistance or clean-up contractors, (i.e. auto accidents, service station spills or vehicles leaking moderate amounts of fluid).

MAJOR HAZARDOUS MATERIALS RESPONSE

\$1,800.00

Any response that involves a significant release of a hazardous substance. This type of response may involve multiple agencies, including state or federal assets or commercial cleanup contractors. In addition to the response fee, an itemized statement of all expended, lost, damaged or destroyed materials and equipment that require replacement will be added.

** Hazardous Materials Incidents are billed to the owner or transporter of released hazardous materials. Billable items may include, but are not limited to: supplies used, apparatus and personnel usage, mileage, and administrative costs.

DESTROYED OR CONTAMINATED EQUIPMENT

Any equipment which is destroyed or contaminated at the rescue or response scene will be charged at the full cost of replacement of the equipment.

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 702-2018 AUTHORIZING CONTRACT
WITH CONDUENT ENTERPRISE SYSTEMS,
LLC (FORMERLY KNOWN AS XEROX
GOVERNMENT SYSTEMS, LLC) RELATIVE TO
PROVIDING APPLICATION HOSTING AND
TECHNOLOGY SUPPORT SERVICES FOR THE
DEPARTMENT OF FINANCE TO UPDATE THE
COMPANY NAME TO AVENU GOVERNMENT
SYSTEMS AND EXTEND THE TERM OF THE
AGREEMENT**

BE IT ORDAINED, that Ordinance No. 702-2018 is hereby amended to read as follows:

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

WHEREAS, the Mayor has approved the retention of Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC which was formerly known as Xerox Government Systems, LLC), under the following terms:

(1) Avenu Government Systems, LLC shall provide all required application hosting and technology support services to the Department of Finance including Government Financial General Ledger System (GFS), Budgeting Module, Accounts Payable Module, Purchase Order Module, Purchase Order Requisitions Module, and a Capital Asset Module;

(2) The agreement shall be for two calendar years beginning January 1, 2019 and expiring December 31, 2020; the agreement is hereby extended for a two month period effective January 1, 2021 through February 28, 2021.

(3) The City shall pay to Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC which was formerly known as Xerox Government Systems, LLC) an amount not to exceed \$150,840.00 for all services under this agreement; January 1, 2019 through December 31, 2019 shall not exceed \$6,285.00 per month with a total cost not to exceed \$75,420.00 for the calendar year; January 1, 2020 through December 31, 2020 shall not exceed \$6,285.00 per

month with a total cost not to exceed \$75,420.00 for the calendar year; the City shall pay to Avenu Government Systems, LLC an amount not to exceed \$11,914.00 (this includes an amount not to exceed \$6,914.00 for technology support and data hosting; an amount not to exceed \$2,500.00 for converting and extracting the GFS data into a format that is usable by the City; an amount not to exceed \$2,500.00 for converting and extracting the capital asset data into a format that is usable by the City); NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this amended agreement shall be charged to Account #599891.01.90000 (General Fund – Financial Management System).



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OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

March 26, 2021

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

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

RE: LEGISLATION AMENDING ORDINANCE #702-2018

Dear Mr. Copanas:

On behalf of the Department of Finance, please prepare legislation to be introduced at the next Common Council meeting amending Ordinance #702-2018, authorizing a contract with Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) to provide Application Technology Support Services.

Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) has provided application and technology support services for our capital assets and general financial systems. Since 2015 they have held general ledger system data from 1995 through 2014. Our contract with them amounts to \$75,420 per calendar year and expired on December 31, 2020. The City is proposing to extend the contract for two months and extract the data to manage it internally going forward.

Contract Terms as Follows:

1) Avenu shall provide various application and technology support services to the City including Government Financial General Ledger System (GFS), including Budgeting Module, Accounts Payable Module, Purchase Order Module, Purchase Order Requisitions Module; and Capital Asset Module;

2) The agreement shall be for two months, from January 1, 2021 through February 28, 2021;

3) The City shall pay to Avenu an amount not to exceed \$6,914 for services related to technology support and data hosting.

4) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the GFS data into a format that is usable by the City.

5) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the capital asset data into a format that is usable by the City.

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

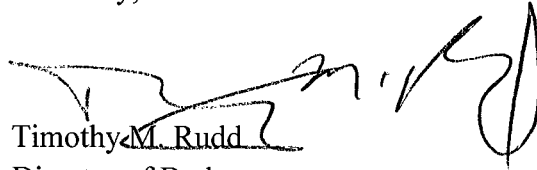
Office 315 448-8252
Fax 315 448-8116

www.syr.gov

Total cost of contract not to exceed \$11,914. All costs associated with this agreement shall be charged to Account # 599891 01 90000 (General Fund – Financial Management System).

Thank you.

Sincerely,

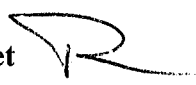
A handwritten signature in black ink, appearing to read 'Timothy M. Rudd', is written over the printed name.

Timothy M. Rudd
Director of Budget



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget 
DATE: March 26, 2021
SUBJECT: Amend Ordinance– Authorizing an Agreement with Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC)

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Finance, I am requesting that the City of Syracuse amend ordinance #702-2018, authorizing a contract with Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) to provide Application Technology Support Services.

Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) has provided application and technology support services for our capital assets and general financial systems. Since 2015 they have held general ledger system data from 1995 through 2014. Our contract with them amounts to \$75,420 per calendar year and expired on December 31, 2020. The City is proposing to extend the contract for two months and extract the data to manage it internally going forward.

Contract Terms as Follows:

- 1) Avenu shall provide various application and technology support services to the City including Government Financial General Ledger System (GFS), including Budgeting Module, Accounts Payable Module, Purchase Order Module, Purchase Order Requisitions Module; and Capital Asset Module;
- 2) The agreement shall be for two months, from January 1, 2021 through February 28, 2021;
- 3) The City shall pay to Avenu an amount not to exceed \$6,914 for services related to technology support and data hosting.
- 4) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the GFS data into a format that is usable by the City.
- 5) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the capital asset data into a format that is usable by the City.

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

Total cost of contract not to exceed \$11,914. All costs associated with this agreement shall be charged to Account # 599891 01 90000 (General Fund – Financial Management System).

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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.

A handwritten signature in black ink, appearing to read 'Ben Walsh', written over a horizontal line.

Mayor Ben Walsh
City of Syracuse, New York

Date: 4/2/21



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

Bradley O'Connor CPA
Commissioner of Finance

Martha A. Maywalt
First Deputy Commissioner

Matthew DeLany, CPA
Deputy Commissioner

To: Timothy Rudd, Director of Management and Budget

From: Bradley O'Connor, Commissioner of Finance

Date: March 25, 2021

RE: Extension Agreement with Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) to provide Application Technology Support Services for the Department of Finance. Request for legislation to amend Ordinance No. 702-2018 authorizing a two (2) month extension.

Avenu Government Systems, LLC (formerly Conduent Enterprise Systems, LLC, formerly Xerox Government Systems, LLC) has provided application and technology support services for our capital assets and general financial systems. Since 2015 they have held general ledger system data from 1995 through 2014. Our contract with them amounts to \$75,420 per calendar year and expired on December 31, 2020. The City is proposing to extend the contract for two months and extract the data to manage it internally going forward.

Contract Terms as Follows:

- 1) Avenu shall provide various application and technology support services to the City including Government Financial General Ledger System (GFS), including Budgeting Module, Accounts Payable Module, Purchase Order Module, Purchase Order Requisitions Module; and Capital Asset Module;
- 2) The agreement shall be for two months, from January 1, 2021 through February 28, 2021;
- 3) The City shall pay to Avenu an amount not to exceed \$6,914 for services related to technology support and data hosting.
- 4) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the GFS data into a format that is usable by the City.
- 5) The City shall pay to Avenu an amount not to exceed \$2,500 for converting and extracting the capital asset data into a format that is usable by the City.

Total cost of contract not to exceed \$11,914. All costs associated with this agreement shall be charged to Account # 599891 01 90000 (General Fund – Financial Management System).

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

Office 315 448 8279
Fax 315 448 8424

www.syr.gov.net

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**Agreement for Application Hosting and
Technology Support Services
Amendment No. 2**

**Avenu Government Systems, LLC
City of Syracuse, New York**

This second amendment ("Amendment No. 2"), is made as of February 23, 2021, by and between **Avenu Government Systems, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and the **City of Syracuse**, City Hall, 233 East Washington Street, Syracuse, NY 13202 ("Customer").

Recitals

WHEREAS on January 1, 2017, Customer and Xerox Government Systems, LLC entered into a two-year Agreement for Application Hosting and Technology Support Services ("Agreement");

WHEREAS on January 1, 2019, the parties agreed to extend the Agreement for an additional two-year period through December 31, 2020 and also to change the name of Xerox Government Systems, LLC to Conduent Government Systems, LLC via Amendment No. 1;

WHEREAS on September 28, 2018, Avenu Holdings, LLC (Avenu) acquired several Conduent lines of business including Conduent Government Systems, LLC;

WHEREAS on October 30, 2018, Avenu filed a Certificate of Name Change with the Delaware Secretary of State and subsequently changed the name from Conduent Government Systems, LLC to Avenu Government Systems, LLC;

WHEREAS Customer and Avenu desire to extend the Agreement for an additional two-month period through February 28, 2021 for the Capital Asset Module only;

NOW, THEREFORE, Avenu and Customer (each individually a "party" and collectively, the "parties") agree as follows:

1. This Amendment No. 2 will be effective as of January 1, 2021.
2. All references to "Xerox Government Systems, LLC", "Conduent Government Systems, LLC", "Xerox", or "Conduent" are replaced with "Avenu Government Systems, LLC" and "Avenu" respectively.

3. Section 2.0 of the Agreement (Term), as modified in Amendment No. 1, is deleted in its entirety and replaced with the following:

The term of this Agreement (the “Term”) will be effective from January 1, 2017 through February 28, 2021, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

4. Section 16.7 of the Agreement (Notices) is amended by modifying the address for all notices. Effective January 1, 2021, all notices should be sent to the following address:

Avenu Government Systems, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Attention: Contracts Department

5. Exhibit A (Statement of Work), Section 2.0 (Account Management), is amended by deleting the fourth bulleted paragraph in its entirety:

DELETE: • The Project Manager will participate in a monthly account management call to specifically review status of deliverables and any special projects underway, and to direct corrective action if needed.

6. Exhibit A (Statement of Work), Section 3.0 (Application Software and Related Services), is amended by deleting the last sentence and replacing it with the following:

“Customer has run these applications for the past 24 years and agrees they contain the functionality needed to run their business operations.”

7. Effective January 1, 2021, Exhibit A (Statement of Work), Section 3.1 (Financial Application System), is deleted in its entirety and replaced with the following:

3.1 Financial Application System

Avenu will provide Customer with access to the following Financial Application System modules:

Full Transaction processing with Report Generation for the Capital Asset Module

8. Exhibit A (Statement of Work), Section 3.2 (Key Assumptions Concerning Software), is amended by deleting the first sentence in the first bulleted paragraph and replacing it with the following:

“The above listed applications will be available and licensed for up to 4 users who will be identified by the Customer.”

9. Exhibit A (Statement of Work), Section 4.0 (Hardware & Systems Accessibility), is amended by deleting the first sentence in the fourth bulleted paragraph and replacing it with the following:

“Response times experienced by up to 4 users within Customer site will be maintained at adequate levels to accomplish the application and functional tasks set forth herein.”

10. Exhibit A (Statement of Work), Section 4.0 (Hardware & Systems Accessibility), is amended by deleting the second sentence in the fifth bulleted paragraph and replacing it with the following:

“Target data center for this Customer is located in Dallas, Texas.”

11. Exhibit A (Statement of Work), Section 5.0 (Customer Data), is amended by deleting the last sentence in the third bulleted paragraph:

DELETE: “A quarterly backup of all financial data libraries will be routinely provided to client on a client requested tape media via secured shipping protocols.”

12. Effective January 1, 2021, Exhibit B (Applicable Charges), Section 1.0 (Base Monthly Fee), is deleted in its entirety and replaced with the following:

1.0 Base Monthly Fee

Customer shall pay Avenu a base monthly fee per month as outlined below for the period from January 1, 2021 through February 28, 2021. Services will be invoiced in advance for the following monthly cycle, and payment is due on a net 30-day basis.

Payment Schedule:

City of Syracuse – User Fees for Capital Assets

	Monthly Fee	# of Months	2 Month Total
January 1, 2021 – February 28, 2021	\$3,457.00	2	\$6,914.00

13. All other terms and conditions of the Agreement, except as modified by this Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Customer have executed this Amendment No. 2.

Avenu Government Systems, LLC

City of Syracuse, New York

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date



Avenu Local government Solutions

CUSTOMER NO C100451	DATE 12-10-2020	SALES ORDER NUMBER	
-------------------------------	---------------------------	--------------------	--

BILL TO	Dave Prowak	SHIP TO	Dave Prowak
	233 East Washington Street RM 128		233 East Washington Street RM 128
	Syracuse, NY13202		Syracuse, NY13202

CUSTOMER EMAIL ADDRESS: dprowak@syr.gov.net

Customer Contact: Dave Prowak Phone: 315-435-4499

Email: dprowak@syr.gov.net

Effective Term: Start: 1/1/2021

End: 03/31/2021

PRODUCT NAME	DESCRIPTION	PRODUCT CODE	QTY	UNIT PRICE	SALES AMOUNT
Finance and Tax - PSP	Initial Extract of data files from Avenu New Vision Capital Assets Application into an Access database	FT000049	1	\$2,500.00	\$2,500.00
					\$
	Any additional extracts will be billable at the rate of \$1,500				\$ -
					\$ -
	SPECIAL INSTRUCTIONS: Field descriptions will be provided for each converted file. Any consultation necessary with Client or third party will be billable at the rate of \$160/hour. Data will be delivered to Client within 30 days of Client signature. Any special shipping and handlings cost, if applicable, will be charged at actual costs incurred.			SUBTOTAL	\$ 2,500.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales

Order Agreement included in page 2 and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE:

DATE:

SALES APPROVAL

TOTAL \$ 2,500.00

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by Avenu throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate Avenu for all services performed through the effective date of the cancellation.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.



Avenu Local government Solutions

CUSTOMER NO C100451	DATE 12-10-2020	SALES ORDER NUMBER	
-------------------------------	---------------------------	--------------------	--

BILL TO	Dave Prowak	SHIP TO	Dave Prowak
	233 East Washington Street RM 128		233 East Washington Street RM 128
	Syracuse, NY13202		Syracuse, NY13202

CUSTOMER EMAIL ADDRESS: dprowak@syr.gov.net

Customer Contact: Dave Prowak Phone: 315-435-4499

Email: dprowak@syr.gov.net

Effective Term: Start: 1/1/2021

End: 03/31/2021

PRODUCT NAME	DESCRIPTION	PRODUCT CODE	QTY	UNIT PRICE	SALES AMOUNT
Finance and Tax - PSP	Initial Extract of data files from Avenu New Vision Government Financial System (GFS) Application into an Access database.	FT000049	1	\$2,500.00	\$2,500.00
					\$ -
	Any additional extracts will be billable at the rate of \$1,500				\$ -
					\$ -
	SPECIAL INSTRUCTIONS: Field descriptions will be provided for each converted file. Any consultation necessary with Client or third party will be billable at the rate of \$160/hour. Data will be delivered to Client within 30 days of Client signature. Any special shipping and handlings cost, if applicable, will be charged at actual costs incurred.			SUBTOTAL	\$ 2,500.00

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales

Order Agreement included in page 2 and authorize Avenu to proceed on this matter as set forth herein.

CUSTOMER SIGNATURE:

DATE:

SALES APPROVAL

TOTAL \$ 2,500.00

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by Avenu throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate Avenu for all services performed through the effective date of the cancellation.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF SYRACUSE AND
CNYWORKS, INC. FOR THE CITY OF
SYRACUSE TO SERVE AS A WORKSITE FOR
CITY YOUTH WHO ARE ENROLLED IN THE
CNYWORKS PROGRAM**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he hereby is authorized to enter into an agreement between the City of Syracuse and CNYWorks, Inc. for the City of Syracuse to serve as a worksite for City youth who are enrolled in the CNYWorks Program; and

BE IT FURTHER ORDAINED, that the agreement shall be for a term effective April 1, 2021 through March 31, 2022; and

BE IT FURTHER ORDAINED, that the youth participating in the CNYWorks Program will be placed in various City of Syracuse Departments; and

BE IT FURTHER ORDAINED, that all program participants will be paid by CNYWorks, at no cost to the City; and

BE IT FURTHER ORDAINED, that Maria Maldonado-Lewis, Community Engagement Manager for the City, with the support of Deputy Mayor Sharon Owens, will serve as CNYWorks point of contact for this agreement and will coordinate youth placement and management within City Departments and work with the various Department designees who are supervising the youth participating in the CNYWorks program; and

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



OFFICE OF THE MAYOR

Ben Walsh, Mayor

April 5, 2021

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

Dear City Clerk Copanas:

Please prepare legislation for the next meeting of the Common Council to authorize the City to enter into a worksite agreement with CNY Works, Inc. to serve as a site for city of Syracuse youth enrolled in the CNY Works program. Program participants will be paid by CNY Works and placed in various city departments.

Maria Maldonado-Lewis, Community Engagement Manager, with the support of Deputy Mayor Owens will serve as CNY Works point of contact, coordinate youth placement and management within city departments, and work with department designees.

The City of Syracuse self-insured status will meet insurance requirements of CNY Works.

The term of the agreement is April 1, 2021 to March 31, 2022. There is no cost to the city.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon F. Owens".

Sharon F. Owens
Deputy Mayor



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: March 29, 2021
SUBJECT: Worksite Agreement with CNY Works, Inc.

On behalf of the Office of the Mayor, I am requesting the City to enter into a worksite agreement with CNY Works, Inc. to serve as an employment site for City of Syracuse youth enrolled in the CNY Works program. The term of the agreement is April 1, 2021 to March 31, 2022. There is no cost to the City.

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

3/30/21
Date

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

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

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WORK SITE AGREEMENT

CNY Works, Inc.

and

The City of Syracuse

AGREEMENT made this _____ day of _____, 20____, by and between CNY WORKS, Inc., a New York not-for-profit corporation ("CNY Works") 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 referred to as the "Work Site").

CNY Works desires for Work Site to accept and provide meaningful employment opportunities and activities to trainees pursuant to terms set forth in this Agreement.

Work Site, in consideration of CNY Works making trainees available to Work Site, agrees to provide such opportunities and activities to trainees pursuant to the terms set forth in this Agreement and makes the Assurances set forth in the Terms and Conditions below.

The Term of this Agreement shall be **April 1, 2021 to March 31, 2022.**

TERMS AND CONDITIONS

1. CNY Works will be responsible for payment of wages earned by eligible and authorized trainees who are placed at the Work Site by CNY Works. CNY Works shall be solely responsible for determining the proper wages to be paid to trainees, and the amount of such wages shall be set forth on the attached Job Description Form.
2. The Work Site will adhere to and comply with all applicable federal, state and local statutes, laws, rules regulations and ordinances in the conduct of its operations, including, but not limited to, those that prohibit discrimination in any phase of employment on the basis of race, creed, color, sex, age, handicap, religion, political affiliation or any other protected characteristics.
3. Authorized trainees placed at the Work Site by CNY Works will be employees of CNY Works and will be insured for Workers Compensation, New York State Disability Insurance and any other legally mandated types of coverage by CNY Works. The Work Site Supervisor shall immediately report any injury of a trainee, perform a prompt and thorough investigation, and document the incident in the appropriate section(s) of the Workers Compensation Board C-2F Form. The C-2F Form, and any other documentation relating to the incident, must be submitted to CNY Works within 24 hours of any injury or accident.
4. CNY Works shall not be required to propose to place any trainees at Work Site. If CNY Works proposes to place a trainee at Work Site, CNY Works and Work Site shall mutually agree regarding whether to accept a proposed trainee. In making such determination, the parties shall consider the proposed trainee's ability to perform the jobs and duties for the position for which the trainee was proposed.
5. The Work Site must provide a safe, sanitary, healthy and drug-free work environment. The Work Site agrees to comply with the safety and health requirements mandated by the Occupational Safety and Health Act of 1970 and the regulations promulgated thereunder and any subsequent OSHA ruling, as well as all other applicable federal, state and local workplace health and safety statutes, laws, rules, regulations and ordinances. Work Site must appoint a Work Site Supervisor, who shall be identified on the attached Job

Description Form.

6. Work Site shall ensure duties assigned to any trainee **do not** qualify as Public Work activities subject to prevailing wage requirements. **Violation of this term may result in the Work Site being liable for the wage differential between the CNY Works stated wage rate and required prevailing wage rate owed to the participant for such duties assigned.**
7. The Work Site will be responsible for furnishing any tools, equipment and supplies to trainees as may be necessary for trainees to fulfill their duties and responsibilities while at the Work Site.
8. The City of Syracuse, County of Onondaga, New York State Department of Labor, United States Department of Labor, New York State Office of Temporary and Disability Assistance, United States Department of Health and Human Services, CNY Works and/or any of their designees will be provided access to the Work Site and its personnel and all Work Site records (and may make copies thereof) that in any way relate to a trainee or the terms of this Agreement.
9. The Work Site must maintain full-time adequate and reliable supervision of trainees. The Work Site Supervisor shall ensure that the Work Site experience is consistent with the duties and responsibilities as described in the attached Job Description Form and emphasize work disciplines and basic job skills aimed at increasing the future employability of trainees. No material changes shall be made to the duties and responsibilities described in the attached Job Description Form unless accepted in writing by CNY Works. Work Site shall be responsible for ensuring that all job duties and working hours for youth trainees follow all applicable federal, state and local statutes, laws, rules, regulations and ordinances, including, but not limited to, NYS Child Labor Laws and Public Work.
10. The Work Site Supervisor must keep an accurate time sheet for each trainee. It must show the daily time of arrival and departure noted with the appropriate day and date and such other information as may be reasonably requested by CNY Works. Time sheets must be signed by the Work Site Supervisor and the trainee. No trainee will be paid for any time absent from the Work Site, whether excused, or unexcused.
11. The Work Site assures that this Agreement will increase training opportunities over those which would otherwise be available. Further, the Work Site assures that this Agreement will not result in displacement of current employees and that this Agreement will not result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
12. The Work Site assures that all activity occasioned by reason of this Agreement will comply with the Federal and/or New York State and/or local legislation that supports said activity including, but no limited to, Temporary Assistance to Needy Families (TANF) and the Regulations issued pursuant to TANF, and the Workforce Innovation and Opportunity Act (WIOA) and the Regulations issued pursuant to WIOA.
13. Indemnification: The Work Site shall indemnify, defend and hold CNY Works and the County of Onondaga and their respective directors, officers, employees, agents and contractors harmless from and against any and all claims, proceedings, actions, liability, damage, cost and expense (including the cost of defense) incurred by, or imposed or attempted to be imposed on CNY Works or the County of Onondaga under this contract to the extent arising from claims for injury to persons, including wrongful death, or from damage to property, whether real or personal, occasioned by any conduct on the part of the Work Site, its agents and employees, or arising from a breach of the terms of this Agreement by Work Site, its agents and employees.
14. The Work Site shall procure, and thereafter maintain, at its own expense, insurance coverage required by this Agreement. At a minimum, the types of insurance and minimum policy limits specified shall be

maintained in a form and from insurers acceptable to CNY Works as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in New York State.

This insurance will provide a defense and indemnify CNY Works, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Work Site's acts or omissions or the acts or omissions of those acting on the Work Site's behalf.

Proof of this insurance shall be provided to CNY Works before this Agreement commences, as set forth below. In no event shall the failure to provide this proof, prior to the commencement of this Agreement, be deemed a waiver by CNY Works of Work Site's insurance obligations set forth herein.

CNY Works, along with its officers, directors, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations (completed operations) on the Work Site's Commercial General Liability Policy, Commercial Automobile Policy and Excess or Umbrella Policy, which must be primary and noncontributory with respect to these additional insureds. The Work Site shall continue to carry Completed Operations Liability Insurance for at least three (3) years after the expiration or termination of this Agreement. It is expressly understood by CNY Works and Work Site that it is the intent of the parties that any insurance obtained by CNY Works is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Work Site or anyone directly or indirectly employed by them. To the fullest extent permitted by applicable law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella, and Workers' Compensation policies in favor of CNY Works, and this clause shall apply to CNY Works officers, directors, agents and employees, with respect to the terms of this Agreement.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

\$2,000,000 General Aggregate per Project

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Excess or Umbrella Liability (to overlay Work Site's Liability, Automobile Liability and Commercial General Liability coverages)

\$1,000,000 Occurrence/aggregate

Notwithstanding the aforementioned insurance requirements, CNY Works accepts the City's self-insurance letter to meet these requirements.

Prior to commencement of this Agreement, and thereafter from time to time upon request of CNY Works, Work Site shall submit a Certificate of Insurance as required evidencing the coverages and other requirements as set forth above. The Work Site's insurance policies shall provide for thirty (30) days' written notice to CNY Works of any cancellation or any change in coverage and be evidenced by a Certificate of Insurance. Copies of insurance policies shall promptly be made available to CNY Works upon request.

15. Both parties agree to update this Agreement as necessary to reflect current conditions and agree to execute written amendments to this Agreement to memorialize any such updates.

16. Pursuant to Executive Order 12549, the Work Site certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Agency or Department.
17. Trainees shall not replace a person in a position where the person/position has been laid-off, downsized or changed due economic changes in work environment.
18. Work Site shall not assign this Agreement or any of its rights hereunder or delegate any of its responsibilities hereunder without the prior written consent of CNY Works. Any attempted assignment or delegation in violation of this paragraph is null and void.
19. CNY Works and Work Site are independent contractors under this Agreement and shall not be partners, joint venture participants, principal and agent, or any other similar relationship. Work Site shall not have, or hold itself out as having, the power or authority to bind or create liability for CNY Works by its intentional or negligent act or omission.

This Agreement will take effect upon signature of both parties and may be terminated by either party with written notice to the other party.

By signing below, I attest that I understand the terms and conditions of this Worksite Agreement and am duly authorized to bind the Organization to the terms and conditions contained herein.

CNY Works, Inc.

Work Site

Name (Please print.)

Name (Please print.)

Title (Please print.)

Title (Please print.)

Signature

Signature

Date

Date

Ordinance No.

2021

**ORDINANCE AUTHORIZING ACCEPTANCE BY
THE CITY OF SYRACUSE OF A DONATION
FROM PEDALS TO POSSIBILITIES OF A NEW
OUTDOOR BICYCLE REPAIR STAND WITH
AIR PUMP, HAVING AN ESTIMATED COST OF
\$1,000.00, TO BE INSTALLED AT THE OXFORD
GREEN (NEAR MIDLAND/BELLEVUE
INTERSECTION) ALONG THE CREEKWALK**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance by the City of Syracuse, of a donation from Pedals to Possibilities of a new outdoor bicycle repair stand with air pump, having an estimated cost of \$1,000.00, to be installed at the Oxford Green (near Midland/Bellevue Intersection) along the Creekwalk. The repair stand does not require any utility connections. Pedals to Possibilities will order the equipment and replace broken or missing parts. The repair stand will be installed and maintained by the City of Syracuse Department of Public Works and the Department of Parks, Recreation and Youth Programs The repair stand is for free public use and will be available for neighborhood residents and individuals using the Creekwalk to perform minor bike repairs.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

26 March 2021

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

Re: Request for Legislation: An Ordinance Accepting Donation of a Bicycle Repair Stand by Pedals to Possibilities to the City of Syracuse for Installation on the Creekwalk at Oxford Green

Dear Mr. Copanas:

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

An ordinance accepting donation of a new outdoor bicycle repair stand with air pump by Pedals to Possibilities to the City of Syracuse. The repair stand is to be installed at the Oxford Green (near Midland/Bellevue intersection) along the Creekwalk. The repair stand is for free public use and will be available for neighborhood residents to perform minor bike repairs as well as those using the Creekwalk. The repair stand will be installed and maintained by City DPW and the Parks Dept. The repair stand does not require any utility connections. Pedals to Possibilities will order the equipment and replace broken or missing parts. Approximate cost of the equipment is \$1,000.00.

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

Very truly yours,

Mary E. Robison, P.E.
City Engineer

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

www.syr.gov.net

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**GENERAL ORDINANCE AMENDING SECTION
14-50 OF ARTICLE 4 OF CHAPTER 14 OF THE
REVISED GENERAL ORDINANCES OF THE
CITY OF SYRACUSE, AS AMENDED,
ENTITLED FOOD AND MOBILE VENDORS TO
ADD A NEW MOBILE VENDOR LOCATION IN
THE PARKING LOT FOR THE ONONDAGA
CREEKWALK AT OXFORD STREET IN THE
FIRST SPOT IN THE PARKING LOT ON THE
RIGHT CORNER CLOSEST TO THE STREET**

BE IT ORDAINED, that Section 14-50 of Article 4 of Chapter 14 of the Revised General Ordinances of the City of Syracuse, as amended, is hereby amended to read as follows:

Sec. 14-50. Permits to Vend

- (a) It shall be unlawful for any person, general or limited partnership, corporation or limited liability company to act as a food vendor on the sidewalk or in certain parks except at the following site locations with a permit having been issued by the commissioner of finance or except as permitted by subsection (c)(3)f. herein. The permit shall be for the period from January 1 to December 31.

- (1) N.W. Erie Blvd. W. and Franklin St. - Class B.
- (2) S.E. Warren and Madison St. - Class A.
- (3) 900 Block Irving Ave. (mid-block, west curbline) - Class B.
- (4) S.W. Montgomery and Madison St. - Class A.
- (5) Montgomery St. (between Onondaga Court House and Civic Center) - Class A.
- (6) S.W. Franklin and Erie Blvd. - Class B.
- (7) N.E. State and Harrison - Class A.
- (8) Reserved.
- (9) S.W. Erie Blvd. W. and Franklin St. - Class B.
- (10) N.W. Water and S. Franklin St. - Class B.
- (11) S.W. Washington and Montgomery - Class A.
- (12) S.E. Washington and Montgomery - Class A.
- (13) Reserved.

- (14) S.W. Salina and Washington (facing Washington) - Class A.
- (15) N.W. Fayette and State St. (State St. side) - Class A.
- (16) North side of E. Jefferson St., 100 feet east of Montgomery St. - Class A.
- (17) S.W. Washington and State - Class A.
- (18) S.E. Washington and Clinton - Class A.
- (19) S.W. Salina and Washington (facing Salina) - Class A.
- (20) N.W. Water and State (Water St. side) - Class B.
- (21) N.W. E. Genesee and S. McBride - Class B.
- (22) 2541 E. James St. - Class C.
- (23) 2727 James St. (corner N. Collingwood) - Class C.
- (24) S.W. James and McBride - Class C.
- (25) In front of 515 N. Salina St. - Class C.
- (26) West Side of Geddes (between Delaware and Merriman Ave.) - Class C.
- (27) Reserved.
- (28) North Curblin, James St. (between Walters & Leo St.) - Class C.
- (29) N.E. Waverly Ave. (rear of Bird Library) - Class B.
- (30) 1109 N. Salina (on Salina between Union and Kirkpatrick) - Class C.
- (31) 1623 Grant Blvd. - Class C.
- (32) N.E. Van Rensselaer and W. Genesee St. - Class C.
- (33) S.W. Salina and Brighton - Class C.
- (34) Parking Lot for Onondaga Creekwalk at Oxford Street (1st spot in the parking lot on the right corner, closest to the street) – Class C.

The following locations are more specifically identified on maps on file in the City Clerk's office:

- (1) Clinton Square 1 (east) - Class A.
- (2) Clinton Square 2 (west) - Class A.
- (3) Fayette Park 1 (west central) - Class A.
- (4) Forman Park 1 (south central) - Class B.
- (5) Columbus Circle 3 (southwest) - Class A.
- (6) Hanover Square 1 (northwest) - Class A.
- (7) Hanover Square 2 (northeast) - Class A.
- (8) Hanover Square 3 (southeast) - Class A.

- (9) Lincoln Plaza 1 (north) - Class A.
- (10) Lincoln Plaza 2 (central) - Class A.
- (11) Columbus Circle 1 (northwest) - Class A.
- (12) Columbus Circle 2 (north central) - Class A.

- (b) It shall be unlawful for any person, general or limited partnership, corporation or limited liability company to act as a mobile food vendor on a public highway, road or street except at the following site locations set forth below and indicated on a map, that will be filed in the city clerk's office and posted on the city of Syracuse website, with a permit having been issued by the commissioner of finance or except as permitted by subsection (c)(3)f. herein or the Traffic Code of the city of Syracuse, as amended. The permit shall be for the period from January 1 to December 31.

The locations are as follows:

	Block Start	Block End		
STREET	L_F_ADD	L_T_ADD	R_F_ADD	R_T_ADD
WASHINGTON SQ	101	199	0	0
N ALVORD ST	901	999	900	998
JAMES ST	3101	3105	3022	3098
JAMES ST	2613	2675	2600	2698
SOLAR ST	401	499	400	498
LODI ST	601	699	600	698
JAMES ST	2677	2699	2700	2710
JAMES ST	2801	2889	2800	2888
DANFORTH ST	401	499	400	498
PARK AVE	401	499	0	0
BARKER AVE	201	221	200	220

JAMES ST	2901	2999	2900	2998
WILKINSON ST	201	211	200	210
E FAYETTE ST	401	499	400	498
JAMES ST	2701	2789	2712	2788
WILKINSON ST	213	229	212	228
MATTY AVE	201	215	200	214
S STATE ST	301	399	300	398
WALNUT AVE	701	799	700	798
TIOGA ST	301	399	300	398
AUDUBON PKWY	651	699	630	698
SALT SPRINGS RD	1131	1149	1130	1148
S TOWNSEND ST	301	309	300	308
WALNUT AVE	801	899	800	898
JAMES ST	3001	3099	3000	3020
S WARREN ST	701	799	700	798
S STATE ST	701	799	700	798
E GENESEE ST	0	0	710	798
PARK AVE	301	399	0	0
E GENESEE ST	401	499	400	498
E ONONDAGA ST	201	299	200	298
WALNUT AVE	901	999	900	998
E ADAMS ST	101	199	100	198

EUCLID AVE	601	699	600	698
KIRK AVE	469	499	468	498
COMSTOCK AVE	1101	1175	1100	1174
W ADAMS ST	101	119	100	118
SOUTH AVE	101	199	100	198
SOUTH AVE	201	299	200	298
S SALINA ST	2601	2699	2600	2698
S SALINA ST	2801	2899	2800	2898
MEADOWBROOK DR	0	0	400	498
S SALINA ST	2901	2999	2900	2998
GAME RD	101	117	100	116
ONONDAGA CREEK BLVD	2001	2099	2000	2098
S SALINA ST	2701	2799	2700	2798
CUMBERLAND AVE	1001	1099	1000	1098
W KIRKPATRICK ST	351	399	350	398
SUNNYCREST PARK DRWY	0	0	0	0
SUNNYCREST PARK DRWY	0	0	0	0

In addition to the chart above, mobile food vendors may be issued a permit for the following blocks:

University Neighborhood

600 and 700 Block of Broad Street

University Hill

300 Block of Waverly Avenue

Southside

900-1300 Blocks of South Salina Street

100 Block Martin Luther King West

100 & 200 Blocks of Cortland Avenue

Brighton

Onondaga Creek Parkway / Boulevard

Northside

800, 900 and 1000 Block of North Salina Street

800 Block of Butternut Street

Washington Square

400 Block LeMoyne Avenue

1700 Park Street

300 & 400 Blocks of Wolf Street

Eastwood

2600 & 3000 Block of James Street

Hawley Green / Lincoln Hill

200-600 Blocks of Burnet Avenue

Downtown

500-700 Block of S. Clinton Street

600-700 Blocks of S. Salina Street

300 E. Water Street

200 Madison Street

Southwest

300 & 400 Blocks of W. Onondaga

400-600 Blocks of South Avenue

Near Westside

200, 600, and 700 Blocks of Marcellus Street

700 Block of S. Geddes Street

Park Avenue

200-400 Tracy Street

200, 300 Blocks of Wilkinson Avenue

Lakefront

100-200 Blocks of W. Division Street

400 Solar Street

300 Block of Kirkpatrick Street

600, 700 Blocks of N. Clinton Street

100 Block of Dupli Park Drive

500 Block of Plum Street

Near Eastside

800 Block of Erie Blvd East

300 Block of Forman Avenue

- (c) The commissioner of finance is hereby authorized to award permits for food vendors for the locations designated in subsection (a) hereof by lottery after public notice to be provided as follows:
- (1) Notice that food vendor permits will be awarded by lottery which shall be published once in the official newspaper of the city of Syracuse on the third Monday of November and such advertisement shall contain a statement of the time and place applications can be received and the date of awarding of said permit. Annually the lottery shall be conducted on the second Monday of December. The commissioner of finance shall also select at said lottery a maximum of five (5) alternate applicants who shall be eligible in order of selection to one site which was not awarded by lottery or which becomes eligible to be awarded during the license year.
 - (2) The lottery shall be conducted as follows: a food vendor applicant who is selected in the lottery shall have the opportunity, in the order the applicant's name is drawn in the lottery, of selecting any location specified in subsection (a) hereof which has not been previously selected. Application forms for permits to be awarded by lottery shall be provided by the commissioner of finance.
 - (3) No application shall be accepted by the commissioner of finance unless the applicant provides evidence of the following:
 - a. Food vendors shall submit a deposit of five hundred dollars (\$500.00) by certified check made payable to the commissioner of finance, which said sum shall be credited toward the annual license fee of the applicant awarded the permit for said

location. Deposit shall be returned to any applicants not receiving an opportunity to select a location permit. However, the deposit shall not be returned to an applicant who (a) has been awarded a permit and elects not to vend at said location; or (b) selects a location in the lottery and subsequently elects not to accept the permit for said location.

- b. Mobile food vendors shall submit a deposit of five hundred dollars (\$500.00) by certified check made payable to the commissioner of finance, which said sum shall be credited toward the annual license fee if one is granted by the commissioner of finance. If a license is not awarded the deposit will be refunded.
 - c. Compliance with subsections (a), (b), (c), (d), and (e) and (g) of section 14-42, except applicant may submit a letter from an insurance company certifying that a comprehensive liability insurance policy, as provided for in section 14-42(d), shall be submitted to the commissioner of finance within forty-eight (48) hours upon awarding of a permit as herein provided for.
 - d. No permits authorized herein shall be transferred, leased, subleased or assigned, and any such permit shall be deemed a bare license or consent revocable as herein provided. The recipient of the permit shall acquire no proprietary or property interest in the area for which a permit is issued.
 - e. The commissioner of public works in conjunction with the commissioner of finance is hereby authorized to revoke any permit herein issued upon ten (10) days' written notice, except in the event of an emergency which shall be determined by the commissioner of public works or their designee, in which case said permit shall be revoked immediately.
 - f. Notwithstanding the aforementioned, the commissioner of parks, recreation and youth programs is hereby authorized to issue a permit to vend in a city park pursuant to section 17-6, the commissioner of public works is hereby authorized to issue a permit to vend on a city street for a period not exceeding one week, and the commissioner of finance is hereby authorized to issue a permit to vend on City-owned property, including outside schools and administrative offices of the City for a period not exceeding one day.
- (d) The commissioner of finance is hereby authorized to award permits for the mobile food vendors annually for the locations authorized herein, plus such additional locations as the commissioner of finance may determine during the year in consultation with appropriate city departments, as being in the public interest. In addition, the commissioner of finance, after consultation with appropriate city departments, may suspend certain locations during the year in the interest of public safety. In both cases, whether adding or suspending locations the commissioner of finance shall provide written notice of the changes to the common council by a communication delivered to the city clerk.

; and

BE IT FURTHER ORDAINED, that this amendment to Section 14-50 of Article 4 of

Chapter 14 of the Revised General Ordinances of the City of Syracuse, as amended, shall be effective immediately; and

BE IT FURTHER ORDAINED, that except as amended by this Ordinance, the provisions of Article 4 of Chapter 14 of the Revised General Ordinances of the City of Syracuse, as amended, shall remain as previously adopted.



16

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

March 29, 2021

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

RE: Addition of Mobile Food Vendor Location (revised)

Dear Mr. Copanas:

Please prepare legislation for consideration at the next meeting of the Common Council to amend Section 14-50 of the Food Vending Ordinance.

We are respectfully requesting the addition of a *Class C* Mobil Food Vending Location in the Parking Lot for the Creekwalk at Oxford Street. (Location is First spot in lot on right corner, closes to street).

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

Sincerely,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net



Ordinance No.

2021

**BOND ORDINANCE AUTHORIZING THE
ISSUANCE AND SALE OF BONDS IN THE
AMOUNT OF ONE MILLION FOUR HUNDRED
THOUSAND DOLLARS (\$1,400,000.00) TO
DEFRAY THE COST AND EXPENSE OF
RECONSTRUCTING SIDEWALKS IN THE CITY
OF SYRACUSE IN 2021/2022, INCLUDING ALL
LABOR, MATERIAL, EQUIPMENT,
NECESSARY LEGAL FEES, ENGINEERING
FEES, INSPECTION FEES AND
MISCELLANEOUS COSTS REQUIRED
THEREFOR (SIDEWALK ASSESSABLE
PROGRAM)**

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

Section 1. For the class of objects or purposes of providing funds to defray part of the cost and expense of reconstructing sidewalks in the streets of the City of Syracuse in 2021/2022 by or under the jurisdiction of the Commissioner of Public Works of said City, either at the request of the property owner or after default of abutting property owners to reconstruct the same, pursuant to the provisions of Sections 24 and 25 of Chapter 684 of the Laws of 1905, as amended, One Million Four Hundred Thousand Dollars (\$1,400,000.00) general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, shall be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Million Four Hundred Thousand Dollars (\$1,400,000.00) is estimated as the maximum cost of the class of objects or purposes for which such bonds are to be issued.

Section 3. The plan for financing such class of objects or purposes consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00), thereby providing such sum for a part of the maximum cost of

such object or purpose which is to be borne by the City of Syracuse and assessed against abutting property owners as provided by law.

Section 4. It is hereby determined that the class of objects or purposes for which bonds are to be issued falls within subparagraph 34(b) of subdivision (a) of Section 11.00 of the Local Finance Law and the period of probable usefulness of such class of objects or purposes is twelve (12) years because such class of objects or purposes is to be financed through a special fund into which the proceeds of the sale of the obligations authorized hereby and the assessments collected are to be paid and out of which the cost of such class of objects or purposes is to be paid and such obligations are to be redeemed.

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 bonds or 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 and to enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such

information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

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

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

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

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

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2021

**ORDINANCE AUTHORIZING
RECONSTRUCTION OF CONCRETE
SIDEWALKS IN THE STREETS OF THE CITY
OF SYRACUSE IN THE FISCAL YEAR 2021/2022
UPON REQUEST OR AFTER ABUTTING
PROPERTY OWNERS DEFAULT IN
RECONSTRUCTION OF THE SIDEWALKS
(SIDEWALK ASSESSABLE PROGRAM)**

BE IT ORDAINED, that this Common Council hereby authorizes the reconstruction of concrete sidewalks in the streets of the City of Syracuse in the fiscal year 2021/2022 by or under the jurisdiction of the Commissioner of Public Works, either at the request of the property owner or after default by abutting property owners (Sidewalk Assessable Program) to reconstruct the same, pursuant to provisions of Sections 24 and 25 of Chapter 684 of the Laws of 1905, as amended, and the Commissioner of Public Works is hereby authorized to perform the necessary work therefor, in whole or in part with his own forces, or in whole or in part by contract or contracts entered into in the manner provided by law, at a total cost not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00), charging the cost thereof to proceeds of the sale of bonds authorized contemporaneously herewith by ordinance of this Common Council, and thereafter to be assessed against abutting property owners by local assessment as provided by law.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

17-18

January 26, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Legislation: 2021/2022 Assessable Sidewalk Program

Dear Mr. Copanas:

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

- Ordinance authorizing the sale and issuance of bonds to defray the costs of the 2021/2022 Assessable Sidewalk Program at a cost not to exceed \$1,400,000
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Assessable Sidewalk Program at a cost not to exceed \$1,400,000.

Said funds are to be used to reconstruct sidewalks at the request of the property owner or reconstruct condemned sidewalks after default by the property owners to reconstruct the same. Costs will be assessed against the property owners and the proceeds are to be used to offset the debt service.

Department of Public Works capital account determined by the Commissioner of Finance will be established to account for costs of this program.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

JR/li

Cc: Christopher Etinger-DPW

Robin Macri, Secretary to the Commissioner of Public Works

Office 315 448-2489
Fax 315 448-8531

www.syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

10



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	01/26/21	Department:	Public Works
Project Name:	Assessable Sidewalk Program		
Project Cost:	\$1,400,000.00		
Contact Name:	Jeremy Robinson Commissioner DPW		
Project Description:	To maintain City sidewalks in a safe condition. The owner of the property has the option to contract the replacement or let the City replace the sidewalk. If the City does the work, the property owner will be assessed for the cost and can repay over ten years, with interest on their property bill.		

Projected Time Line & Funding Source(s)

Estimated Start Date: 7/1/2021

Estimated Completion Date: 6/30/2022

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	1,400,000.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	\$1,400,000.00

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	1,400,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$1,400,000.00

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration: 

Date: 3-29-21

Director of Management & Budget: 

Date: 2 APR 21

Commissioner of Finance: 

Date: 3/30/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING MAYOR TO
SUBMIT AN APPLICATION TO THE NEW
YORK STATE DEPARTMENT OF
TRANSPORTATION (NYSDOT) FOR A GRANT
UNDER THE NYSDOT PASSENGER AND
FREIGHT RAIL ASSISTANCE PROGRAM
(PFRAP) IN AN AMOUNT NOT TO EXCEED
\$4,000,000 AND EXECUTE A CONTRACT OR
WRITTEN INSTRUMENTS ASSOCIATED WITH
THE GRANT AS NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the New York State Department of Transportation (NYSDOT) under the NYSDOT Passenger and Freight Rail Assistance Program (PFRAP) for a grant in an amount not to exceed \$4,000,000; said funds will be used to make structural repairs on the New York Susquehanna and Western Railway Corp, (NYS&W) bridge adjacent to South Clinton Street which spans West Onondaga Street and Dickerson Street; the scope of the work shall include replacing the temporary concrete barriers on Railroad Bridge 270.90 owned by NYS&W adjacent to South Clinton Street which spans West Onondaga Street and Dickerson Street, with taller pre-cast concrete parapets and make repairs and improvements to concrete bridge piers, structures, abutments and concrete retaining walls in the surrounding area, all of which shall be consistent with the previously existing aesthetics and acceptable to the City of Syracuse; the total project cost is not to exceed \$4,000,000 to be paid for with 90% NYSDOT PFRAP grant funding and the 10% local share shall be paid by NYS&W per an agreement with the City of Syracuse that shall be submitted for approval by the Mayor and the Common Council should the City be awarded the grant; no City matching funds are required; and

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

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



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

26 March 2021

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

Dear Mr. Copanas,

Please prepare legislation for the upcoming meeting of the Common Council authorizing the City of Syracuse to apply for and enter into an agreement with the New York DOT's Passenger and Freight Rail Assistance Program (PFRAP) to make structural repairs on the New York Susquehanna and Western Railway Corp. (NYS&W) bridge adjacent to S. Clinton Street which spans W. Onondaga Street and Dickerson Street for a total cost not to exceed \$4,000,000.

The scope of work is to replace the temporary concrete barriers on Railroad Bridge 270.90 owned by New York Susquehanna and Western Railway Corp. (NYS&W), adjacent to S. Clinton Street which spans W. Onondaga Street and Dickerson Street, with taller pre-cast concrete parapets and make repairs and improvements to concrete bridge piers, structures, abutments and concrete retaining walls in the surrounding area, all of which shall be consistent with the previously existing aesthetics and acceptable to the City of Syracuse. The total project cost is not to exceed \$4,000,000 to be paid for with 90% NYSDOT PFRAP grant funding and the 10% local share paid by NYS&W. No local match from the City is required as NYS&W has agreed to pay the 10% local share.

If the City is awarded this grant, further legislation will be presented to the Common Council regarding a Memorandum of Understanding with NYS&W regarding the management, financing and grant reimbursements for the project.

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

Very truly yours,

Mary E. Robison, P.E.
City Engineer

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

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 223 FOBES
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 223 Fobes Avenue, being Lot 178, P 177, Tract Jas St TR, Section 022, Block -10, Lot -08.0 (022.-10-08.0), Property No. 0429003400, 45 x 70 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

20

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

Mathew D. Oja
Deputy Commissioner

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: 223 Fobes 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:

223 Fobes Ave
Lot 178 P 177 Tr Jas St TR
022. - 10 - 08.0
Property #: 0429003400
45x70 Whxgar Fp123
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.

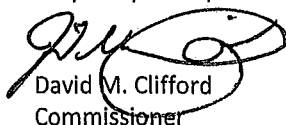
Department of
Assessment
233 E. Washington St
City Hall Room 130
Syracuse, N.Y. 13202

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.

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

Very Truly Yours,


David M. Clifford
Commissioner

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 1153
LEMOYNE 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 1153 LeMoyne Avenue, being Lot 12, Block 137, Tract Leav Sub, Section 003, Block -19, Lot -20.0 (003.-19-20.0), Property No. 0151010100, 33 x 27 x 132.54 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.



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

21

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Mathew D. Oja
Deputy Commissioner

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: 1153 Lemoyne 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:

1153 Lemoyne Ave

Lot 12 Bl137 Tr Leav Sub

003. - 19 - 20.0

Property #: 0151010100

33x27x132.54angwhxunf

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-ratio shall be determined by the Commissioner of Finance. This bid is contingent upon the City discharging miscellaneous and any other charges not presently a lien against the said premises.

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford".
David M. Clifford
Commissioner

2

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 216 MOSLEY
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 216 Mosley Drive, being Lot 205, Tract Homecroft, Section 024, Block -28, Lot -04.0 (024.-28-04.0), Property No. 0562104800, 48 x 132.82 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

22

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Mathew D. Oja
Deputy Commissioner

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: 216 Mosley 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:

216 Mosley Dr
Lot 205 Tr Homecroft
024. - 28 - 04.0
Property #: 0562104800
48x132.82 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-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.

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford".
David M. Clifford
Commissioner

3

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 608 TEALL
AVENUE FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 608 Teall Avenue, being Lot P 2, Block 625, Tract Riegel, Section 028, Block -15, Lot -31.0 (028.-15-31.0), Property No. 0689003300, 42 x 136 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

23

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

Mathew D. Oja
Deputy Commissioner

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: 608 Teall 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:

608 Teall Ave
Lot P2 Bl625 Tr Riegel
028. - 15 - 31.0
Property #: 0689003300
42x136 Whxgar FP89
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.

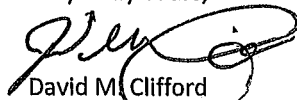
Department of
Assessment
233 E. Washington St
City Hall Room 130
Syracuse, N.Y. 13202

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

4

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 109 WILLIS
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 109 Willis Avenue, being Lot 3, Block 65, Section 110, Block -04, Lot -08.0 (110.-04-08.0), Property No. 0896300300, 40 x 110.07 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

24

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

Mathew D. Oja
Deputy Commissioner

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 Willis 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:

109 Willis Ave
Lot3 Bl 65
110. - 04 - 08.0
Property #: 0896300300
40x110.07 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.

Office 315 448 8370
Fax 315 448 8190
assessment@syrgov.net

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford".
David M. Clifford
Commissioner

5

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 118 WILLIS
AVENUE & ULSTER 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 118 Willis Avenue & Ulster Street, being Lot P 8 & 9, Block 66, Tract Rng, Section 110, Block -05, Lot -14.0 (084.-05-01.0), Property No. 0896301301, 87.5 x 69 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

JS

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

Mathew D. Oja
Deputy Commissioner

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 118 Willis Ave & Ulster 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:

118 Willis Ave & Ulster St

Lot P8&9 Blk 66 Tr Rng

110. - 05 - 01.0

Property #: 0896301301

87.5x69 Wh & Gar

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.

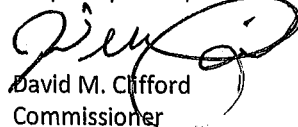
Department of
Assessment
233 E. Washington St
City Hall Room 130
Syracuse, N.Y. 13202

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

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.

2021

**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 Amd, 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 \$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

March 29, 2021

David M. Clifford
Commissioner

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

Ann E. Gallagher
First Deputy
Commissioner

Attn: Members of the Common Council

Dear City Clerk Copanas:

Mathew D. Oja
Deputy Commissioner

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.

Office 315 448 8370
Fax 315 448 8190

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford".
David M. Clifford
Commissioner

assessment@syr.gov.net

7