

COMMON COUNCIL
of the
CITY OF SYRACUSE

(06/21)

REGULAR MEETING – JUNE 21, 2021
1:00 P.M.

1. *Pledge of Allegiance to the Flag - (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
2. *Invocation – (Delivered by Reverend Kathy Hodge-Davis, Bethany Baptist Church, Syracuse New York)*
3. *Roll Call - (Present – 8; Councilor Carni – Absent)*
4. *Minutes – June 7, 2021 - (Adopted 8-0)*
5. *Public Hearing – (Relative to Agenda Item #24, “Authorize – The D.P.W. 2021/2022 Sweeping Program as detailed in Exhibit “A”. Cost thereof to be charged to the premises fronting thereon as detailed in Exhibit “B”. The Program is charged initially to account #09.00526. Total cost not to exceed \$1,509,486.” (Public Hearing held on Monday, June 21, 2021 at 1:00 P.M.) (NO APPEARANCES)*
6. *Petitions - (none)*
7. *Committee Reports – (Public Safety)*
8. *Communications - (none)*

NEW BUSINESS

BY PRESIDENT HUDSON:

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

WD

BY COUNCILOR BEY:

- 8-0** 10. *Application – To the US Department of Housing and Urban Development for the 2021-2022 (Year 47) Second Year Action Plan, new Community Development Block Grant (CDBG) (\$5,158,048). A public hearing is not required.*

328

BY COUNCILOR BEY, PRESIDENT HUDSON, COUNCILORS GREENE, PANIAGUA,
WHITE, HOGAN, MAJOK, ALLEN & DRISCOLL:

- 8-0** 11. Resolution – Strongly urging Timothy Taylor, the Police Arbitrator and Mayor Ben Walsh to take into account the position of the Syracuse Common Council when deciding on the pending Syracuse Police Benevolent Association contract. **14-R**

BY COUNCILOR GREENE:

- 8-0** 12. Agreement – With Bonadio & Co., LLP to provide consulting services relative to the administration of the employee benefits programs, which includes reviewing the administrative and financial records of the City's health insurance and related plans along with the third-party contracts, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$6,500 charged to Account #01.599892.90000. **329**
- 8-0** 13. Amend – Ord 727 (12/16/2019), "Agreement – With Open Cities for website redesign services for syrgov.net and for implementation of a new Content Management System to manage the City's website. Included in the agreement is Website design, configuration and implementation, Digital Services Training for City Departments, Open Cities Annual Subscription of \$32,000 for Year One, and Open Forms Enterprise Version, effective December 18, 2019. Total cost not to exceed \$105,000 from IT Account #5405300 Fund 01 Dept.16800." Amend to extend the contract for three (3) years, effective May 1, 2021. Total cost not to exceed \$46,000. All other terms and conditions remain the same. **330**
- 8-0** 14. Agreement – With The South Side Stand, aka the South Side Newspaper Project, for unlimited use of photo images, allowing the City to utilize photos from The Stand on the City website, along with acting as partners on the Southside Photo Walk, effective July 1, 2021. Total cost not to exceed \$1,000 annually, from Budget Account #540552. **331**
- 8-0** 15. Appropriate Funds - From Special Object Account #594500.01.90000 in the amount of \$15,000 to the Onondaga Historical Association, which serves as the City Archivist and curator of City Historic documents and assists the Landmark Preservation Board pursuant to the authorized 2020/2021 annual budget. **332**
- 8-0** 16. Bond Ordinance – Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of a settlement with John J. George. Total amount not to exceed \$295,000. **333**
- 8-0** 17. Approve – Settlement – John J. George v. City of Syracuse, et al. Index #2016EF4108. Settlement, relative to an accident in the amount of \$295,000, from Account #599298.05.93000. **334**

BY COUNCILOR PANIAGUA:

- 8-0** 18. Agreement – With Jubilee Homes to provide training and supervision to youth hired for the summer and to collaboratively run the Urban Delights Summer Program, as a youth employment and service program under the broader youth employment initiatives of the City, for the period of May 31, 2021-June 30, 2021. Total cost not to exceed \$4,000 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500. **335**
- 8-0** 19. Agreement – With Jubilee Homes to provide training and supervision to youth hired for the summer and to collaboratively run the Urban Delights Summer Program, as a youth employment and service program under the broader youth employment initiatives of the City, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$18,000 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500. **336**
- 8-0** 20. Agreement – With Onondaga Earth Corps (OEC) to provide training, programming and supervision to youth hired for the summer and to collaboratively run the “Park Corp” and “Clean Streets Crew” as part of the City youth employment and service program for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$20,000 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500. **337**
- 8-0** 21. Amend – Ord #692 (10/22/2018), “Agreement - With BPAS Actuarial and Pension Services LLC, for Government Accounting Standards Board (GASB) 75 Actuarial Services, a required compliance relating employer accounting of non-pension post-retirement benefits, for the period of four (4) years from the date of execution ending June 30, 2021 with two (2) one year renewal options with the approval of the Common Council and the Mayor. Total cost not to exceed \$58,600, charged to Account #599893.01.90000-GASB 75 Actuarial Valuation.” Amend to authorize the first of (2) one year renewal options, for the period of July 1, 2021-June 30, 2022, with a total cost not to exceed \$23,800. All other terms remain the same. **338**
- 8-0** 22. Amend – Ord #678 (07/31/2017), “Contract - With HelpPeople to administer the Employee Assistance Program for Syracuse City Employees for the period of three (3) years, October 1, 2017-September 30, 2020, with two (2) one year renewal options, with the approval of the Mayor and the Common Council, on behalf of the Office of Personnel and Labor Relations. Total cost not to exceed \$40,000 annually, to be charged to Budget Account #590701.01.90700.” Amend to authorize the first of (2) one year renewal options, for the period of October 1, 2020-September 30, 2021. All other terms remain the same. **339**
- 8-0** 23. Amend – Ord #675 (11/04/2019), “Contract - With Pro-Act, Inc. for Pharmacy Benefits Management Services for the period of one-year effective January 1, 2020, with two (2) one (1) year renewal options with the approval of the Mayor and the Common Council, on behalf of the Office of Personnel and Labor Relations. Total annual estimated cost not to exceed \$7,500,000, charged to Hospital, Medical, Surgical Insurance Account #590601.01.90600.” Amend to authorize the first of (2) one year renewal options, for the period of January 1, 2021-December 31, 2021. All other terms remain the same. **340**

BY COUNCILOR CARNI:

- 8-0** 24. Authorize – The DPW 2021/2022 Sweeping Program as detailed in Exhibit "A". Cost thereof to be charged to the premises fronting thereon as detailed in Exhibit "B". The Program is charged initially to account #09.00526. Total cost not to exceed \$1,509,486. (Public Hearing held on Monday, June 21, 2021 at 1:00 P.M.) **341**
- 8-0** 25. Amend – Ord. #60 (03/01/2021), "Contract - With LAZ Parking, for the operation and maintenance of the City-owned public parking structures, on behalf of the Department of Public Works, for the period of three (3) years, with two (2) year renewal options with the approval of the Mayor and the Common Council. The agreement year to year operating costs and new equipment costs are detailed in the ordinance. Total cost not to exceed \$2,938,739 to be charged to Account #01.81800.541500, D.P.W Operating Budget." Amend to increase funding by \$3,276,020. All other terms and conditions remains the same. **342**
- 8-0** 26. Appropriate Funds – From the 2021/2022 D.P.W. Sewer Cash Capital account in the amount of \$600,000 for the 2021/2022 Sanitary/Storm Sewer Reconstruction Capital Improvement Project, to construct or replace sewer lines and manholes from the sanitary and combined sewers that have failed structurally. **343**
- 8-0** 27. Appropriate Funds – From the 2021/2022 D.P.W. Sewer Cash Capital account in the amount of \$394,000 for the 2021/2022 Sewer Capital Equipment Program, as detailed in Schedule "A". **344**
- 8-0** 28. Bond Ordinance – Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2020/2021 Lodi Street Connector, PIN 3950.72. Total amount not to exceed \$264,500. **345**
- 8-0** 29. Authorize – The 2020/2021 Lodi Street Connector Project, PIN 3950.72, on behalf of the Department of Public Works, to develop on-road bicycle facilities to serve as a connection between multiple neighborhoods, Empire State Trail, and existing bike network, approximately 1.5 miles, as detailed in Schedule "A". The City will incur all initial costs with subsequent 80% reimbursement from the Federal government through TIP. Total amount not to exceed \$264,500. **346**
- 8-0** 30. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2020-2021 Street Lighting Legacy Pricing Exceptions Replacement Project. Total amount not to exceed \$150,000. **347**
- 8-0** 31. Authorize – The 2020-2021 Street Lighting Legacy Pricing Exceptions Replacement Project, on behalf of the Department of Public Works, to replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. Total cost not to exceed \$150,000. **348**
- 8-0** 32. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2020/2021 Parking Garage Rehabilitation Program. Total amount not to exceed \$700,000. **349**

33. *Authorize - The 2020/2021 Parking Garage Rehabilitation Program, on behalf of the Department of Public Works, to continue structural repairs and rehabilitation improvements at City-owned Parking Garages. Total cost not to exceed \$700,000.* **350**
8-0
34. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2021/2022 Parking Garage Rehabilitation Program. Total amount not to exceed \$677,000.* **351**
8-0
35. *Authorize - The 2021/2022 Parking Garage Rehabilitation Program, on behalf of the Department of Public Works, to install new revenue control equipment and upgrades to the closed-circuit security system. Total cost not to exceed \$677,000.* **352**
8-0
36. *Purchase w/c/b – Flash Parking and Ber-National, revenue control equipment and closed-circuit security upgrades, for the period of July 1, 2021 - June 30, 2022. Total cost not to exceed \$677,000, competitively bid by LAZ Parking.* **353**
8-0
37. *Purchase w/c/b - From Grainger and Dival, safety shoes for the Departments of Public Works, Water, Fire, Police, Engineering, Parks, Sewers, and Codes, for the period of July 1, 2021 - June 30, 2022. Total cost not to exceed \$55,225 to be charged to the appropriate accounts listed in Schedule “A”.* **354**
8-0
38. *Accept – The Cured-in-Place (CIP) sewer pipe lining of City owned sewer in Hiawatha Boulevard from Solar Street to Onondaga Creek/Inner Harbor, North Salina Street from Wolf Street to Danforth Street, North Salina Street from Court Street to Butternut Street, and North State Street from Lodi Street to Butternut Street by Onondaga County Department of Water Environment Protection, detailed outlined in the Ordinance.* **355**
8-0
39. *Amend - Ord. #333 (07/13/2020), “Permission - To Onondaga County and the Onondaga County Sanitary District, pursuant to Section 3.4 of the Inter-municipal Agreement from 2007, to install and maintain green infrastructure to include landscape, porous concrete sidewalks and other green related improvements, 2019 Green Infrastructure Candidate Project List, 2020 Green Infrastructure Candidate Project List and additional provisions for the Grand Avenue Road Reconstruction/Sewer Separation Project, as detailed in the revised Appendix “A” at no cost to the City, for the period of five years with (3) five-year renewal options with the approval of the Mayor and the Common Council.” Amend to add the 2021 Green Infrastructure Candidate Project List, as detailed in Appendix “A”. All other provisions remain the same.* **356**
8-0

BY COUNCILOR HOGAN:

40. *Agreement – With The Haven at Skanda, to provide instruction and services as part of the 2021 Summer Cuse Quines, services include transporting horses and miniature donkeys, along with programs to teach youth how to pet, groom, feed and care for these animals. Clinics will operate on Sunday’s at various City parks, as detailed in the ordinance, from July 11, 2021-August 15, 2021. Total cost not to exceed \$2,230, charged to Account #01.71400.541500.* **357**
8-0

- 8-0** 41. Amend – Ord. #158 (04/26/2021), “Accept – From The Jim and Juli Boeheim Foundation an award in the amount of \$35,000, funds will be used to renovate the basketball courts at Westmoreland Park, and will cover fencing and court resurfacing and other court-related upgrades.” Amend to correct to state that the funds will be received from the Syracuse Parks Conservancy instead of Jim and Juli Boeheim. **358**
- 8-0** 42. Amend – Ord #161(04/26/2021), “Authorize – An Intermunicipal agreement with Onondaga County, on behalf of the Department of Parks Recreation & Youth Programs. The County will reimburse for all payments made in association with the City’s adopted Tick and Deer Management Program. The amount expended for the 2021 program will not exceed \$20,000, to be deposited in Account #549100.01.71100.” Amend to increase the amount not to exceed from \$20,000 to \$25,000. **359**
- 8-0** 43. Appropriate Funds - From 2020/2021 Cash Capital Account #599007.01.99999 in the amount of \$150,000 for the Capital Improvement Program, Parks Facility Improvements Projects, as detailed in the ordinance. **360**
- 8-0** 44. Appropriate Funds - From 2020-2021 Cash Capital Account #599007.01.99999 in the amount of \$132,000 for the Capital Improvement Program, Parks Equipment, as detailed in the ordinance. **361**
- 8-0** 45. Authorize – Payment to various persons for services as coaches, score keepers and referees/officials for the boys’ and girls’ basketball leagues, baseball programs and various other citywide tournaments and leagues for the period of July 1, 2021-June 30, 2022, on behalf of Parks, Recreation & Youth Programs. Total cost not to exceed \$19,000 to be charged to Account #01.71400.541500. **362**
- 8-0** 46. Authorize - Payment for various musical performances for a family friendly golf event at Burnet Park on July 24, 2021. Total cost not to exceed \$1,200 from Account #01.71400.540552. **363**

BY COUNCILOR MAJOK:

- 8-0** 47. Agreement – With UnBEYlievable Enterprises, Corporation to provide administrative oversight for the Trauma Response Team, which provides violence intervention and prevention services for at-risk City individuals, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$200,000, charged to Account TRT #599309.01.90000. **364**
- 8-0** 48. Agreement – With Sean Morrison, a qualified professional to provide plan review services support, on behalf of the Fire Department, for the period of July 1, 2021-June 30, 2022. Total cost not to exceed \$20,000, to be charged to Account #34101.01.541500. **365**
- 8-0** 49. Appropriate Funds – From the 2021/2022 Unallocated Cash Capital Account #599007.01.99999 in the amount not to exceed \$534,000, on behalf of the Department Fire, for the 2021/2022 Vehicle Replacement Program, as detailed in Schedule “A”. **366**

- 8-0** 50. *Appropriate Funds – From the 2021/2022 Unallocated Cash Capital Account #599007.01.99999 in the amount not to exceed \$161,000, on behalf of the Department of Fire, for the 2021/2022 Equipment Replacement Program, as detailed in the Ordinance.* **367**
- 8-0** 51. *Purchase w/c/b - From Andrew Venditti dba Syracuse Fitness, maintenance and repair service for equipment for the period of July 1, 2021-June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$12,000 to be charged to Account #540552.01.34100.* **368**
- 8-0** 52. *Purchase w/c/b - From Advanced Electronic Design, Inc., mobile data terminals and required repairs for the period of July 1, 2021 - June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$35,000, to be charged to Accounts #34100.01.540720 and #34100.01.540542.* **369**
- 8-0** 53. *Purchase w/c/b - From E-ONE Inc., owned by REV Group, fire apparatus parts and components for the period of July 1, 2021 - June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$92,000 to be charged to Accounts #34100.01.540210 and #34100.01.540220.* **370**
- 8-0** 54. *Purchase w/c/b - From Jerome Fire Equipment, MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services for the period of July 1, 2021 - June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$100,000 to be charged to Account #540542.01.34100 and Account #540552.01.34100.* **371**
- 8-0** 55. *Purchase w/c/b - From Lewis Uniform Company LLC, and United Uniform Company Inc., uniforms, clothing and related equipment for the period of July 1, 2021-June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$200,000 to be charged to Operating Account #540820.01.34100.* **372**
- 8-0** 56. *Purchase w/c/b - From PBS Brake and Supply Corporation, brake parts and repair services for the period of July 1, 2021 - June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$20,000 to be charged to Account #540210.01.34100.* **373**
- 8-0** 57. *Purchase w/c/b - From Sutphen Corporation and Vandermolen Fire Company, fire apparatus parts and components for the period of July 1, 2021 - June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$35,000 to be charged to Accounts #34100.01.540210 and #34100.01.540220.* **374**
- 8-0** 58. *Purchase w/c/b – Radio parts and repair service from United Radio, for the period of July 1, 2021-June 30, 2022, on behalf of the Department of Fire. Total cost not to exceed \$50,000 to be charged to Accounts #540542.01.34100, #540720.01.34100, and #540511.01.34100.* **375**

BY COUNCILOR ALLEN:

- H** 59. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 2956 Genesee Street East, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5)* **H**

- H** 60. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 2960 Genesee Street East, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **H**
- H** 61. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 2964 Genesee Street East, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **H**
- 8-0** 62. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 221 Avery Avenue & Schuyler Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **376**
- 8-0** 63. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 208-210 Colvin Street West, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **377**
- 8-0** 64. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 212 214 Colvin Street West, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **378**
- 8-0** 65. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 216-218 Colvin Street West, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **379**
- 8-0** 66. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 222-224 Colvin Street West, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **380**
- 8-0** 67. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 321 Craddock Street & Hillview Avenue, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **381**
- 8-0** 68. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 212 Highridge Drive & Highridge Place, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **382**
- 8-0** 69. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 401 Richmond Avenue & Wall Street, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **383**
- 8-0** 70. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1600-1610 South Avenue & Eastman Avenue, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **384**
- 8-0** 71. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 2130 South Avenue & Hutchinson Avenue, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **385**

(SUPPLEMENTAL AGENDA – JUNE 21, 2021)
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR CARNI:

- 8-0** 72. Amend – Ord. #428 (05/22/2017), “Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2016/2017 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street, and Madison-Irving at city-owned parking garages, Total amount not to exceed \$1,500,000.” Amend to include City Hall elevator repairs/upgrades **386**
- 8-0** 73. Amend – Ord. #429 (05/22/2017), “Authorize – The 2016/2017 Parking Garage Elevator Upgrades Program, on behalf of the Department of Public Works, to modernize all elevators at three city-owned garages, at Washington Street, Fayette Street, and Madison-Irving parking garages, detailed in Schedule “A”, to be charged to a Capital Account determined by the Commissioner of Finance. Total cost not to exceed \$1,500,000.” Amend to include City Hall elevator repairs/upgrades. **387**

Syracuse Common Council
Adjourned at 1:19 P.M.

**ORDINANCE AMENDING ORDINANCE NO.
143-2021 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**

BE IT ORDAINED, that Ordinance No. 143-2021 is hereby amended to read as follows:

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 \$5,158,048* (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.).

_____ = new material

* previously read \$5,083,142



DEPARTMENT OF NEIGHBORHOOD & BUSINESS DEVELOPMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7th, 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 for new CDBG allocation (Year 47)

Dear Mr. Copanas:

Please prepare legislation for the next Common Council agenda (June 21st, 2021) on behalf of the Department of Neighborhood and Business Development approving the City of Syracuse’s Second Year Action Plan (2021-2022) new CDBG allocation with Budget (Year 47). There was an error in the announced FY 2021 CDBG formula allocation, causing all CDBG grants, except Insular Area grants, to be less than what should have been allocated by formula. HUD has corrected their error, and updated for the CDBG FY 2021 allocation. The Action Plan is both a plan and an application to the U.S. Department of Housing and Urban Development containing a revised allocation for the CDBG block grant conditioned on the receipt of the following amounts:

Community Development Block Grant (CDBG): \$5,158,048

Attached please find the revised budget for the new formula allocation CDBG block grant that depicts the draft budget allocation that reflects the actual expected award. As per HUD & local guidelines, a three-day public comment period will be held by NBD. A public hearing is not required, as this is not a substantial amendment. I am happy to answer any questions at x8109 or via email at mcollins@syrgov.net.

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

Office 315 448 8100
Fax 315 448 8036

www.syrgov.net

Sincerely,

Michael Collins
Commissioner

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

CDBG Year 47 Anticipated Budget

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

10
39

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	1%
Catholic Charities of Onondaga County	Staffing: Eviction Prevention + Relocation Assistance Program	\$ 168,310	\$ 168,310	3%
	Direct Financial Assistance for Relocation Program	\$ 33,491	\$ 33,491	1%
CenterState CEO Foundation	Build Ready & Up Start for Syracuse Build	\$ 30,579	\$ 30,579	1%
CenterState CEO Foundation	Upstate Minority Economic Alliance	\$ -	\$ 8,900	0%
CNY Fair Housing	Education, Enforcement, + Tenant Counseling	\$ 60,245	\$ 65,745	1%
Empire Housing	Far Westside/City of Syracuse Revitalization Strategy	\$ 82,536	\$ 81,000	2%
Greater Syracuse Tenant Network	Tenant Advocacy in HUD Buildings	\$ 40,409	\$ 40,409	1%
Home HeadQuarters	Urgent Care Repair Program*, Ramp Partnership with ARISE, Partnership with City of Syracuse Lead Program	\$ 1,269,413	\$ 1,419,413	27%
	SHARP Program	\$ 254,825	\$ 254,825	5%
	Homeownership Services - Downpayment Assistance	\$ 255,845	\$ 255,845	5%
	Homeownership Center	\$ 152,895	\$ 152,895	3%
	Partnership with Syracuse Model Neighborhood Corporation	\$ -	\$ 48,000	1%
	Fiscal Sponsor for Dunbar *	\$ 22,689	\$ 20,000	
Huntington Family Centers, Inc.	Youth Services Program	\$ 26,928	\$ 34,428	1%
InterFaith Works of CNY	Center for New Americans + Tenant Counseling / Housing Stability	\$ 63,626	\$ 63,626	1%
Jubilee Homes	Workforce + SW Neighborhood Economic Development	\$ 187,914	\$ 170,414	3%
Northeast Hawley Development Association (NEHDA)	Neighborhood Revitalization and Stabilization Program	\$ 73,883	\$ 73,883	1%
	Fiscal Sponsor for Northside Learning Center	\$ -	\$ 10,000	
OnPoint For College	Career Services Program	\$ 11,267	\$ 12,267	0%
RISE	Refugee Immigrant Self-Empowerment	\$ 1,500	\$ 3,000	0%
Syracuse Model Neighborhood Facility, Inc.	Southwest Community Center (Focus on Youth, Seniors)	\$ 401,332	\$ 401,332	8%
Syracuse Northeast Community Center	Northeast Community Center (Focus on Youth, Seniors)	\$ 307,618	\$ 310,118	6%
Welch Terrace	Welch Terrace Housing	\$ 10,243	\$ 10,243	0%
Westcott Community Center	Community Center Programming (Focus on Youth, Seniors)	\$ 104,925	\$ 104,925	2%
YWCA	Girls Inc.	\$ 15,365	\$ 15,000	1%
	Women's Residence Program	\$ 15,365	\$ 15,365	1%
NBD Distressed Property	Vacant Property Remediation (e.g. renovation, demolition), Program Income included	\$ 391,350	\$ 319,582	5%
City of Syracuse NBD (20% Cap)	NBD Administration	\$ 1,013,917	\$ 1,019,018	20%
GRAND TOTAL: PROPOSED ALLOCATION -->		\$5,107,639	\$ 5,170,848	100.000000%
HUD Year 47 Allocation			\$ 5,158,048	
Program Income			\$ 12,800	
			\$5,170,848	

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**RESOLUTION OF THE COMMON COUNCIL TO
MAYOR WALSH AND TIMOTHY TAYLOR, THE
POLICE ARBITRATOR, REQUESTING THAT
THEY TAKE INTO ACCOUNT THE POSITION
OF THE COMMON COUNCIL WHEN DECIDING
THE PENDING SYRACUSE POLICE
BENEVOLENT ASSOCIATION CONTRACT**

WHEREAS, the Common Council of the City of Syracuse strongly opposes adding over \$5.2 million dollars in new expenses to the PBA contract to cover the increase in police pay with rank differential, longevity and other incentives; and

WHEREAS, the Common Council believes that these proposed increases are not supported by the City's current budget and such increases will require a budget amendment; and

WHEREAS, the Common Council strongly disagrees with Mayor Walsh's statement describing the Council as giving "vague" feedback in the PBA contract process; and

WHEREAS, this Common Council agrees that a residency requirement would be a positive feedback benefit for the City but disagrees that a temporary 5 year residency clause only effecting new hires would be sufficient when compared to the cost of obtaining it; and

WHEREAS, approval of this proposed contract would limit the resources available for other City essential services that our residents depend upon; and

WHEREAS, this Common Council believes that the City should be pursuing an arbitration decision that imposes a standard 2%-3% wage increase for all police officers; and

WHEREAS, this Common Council overwhelmingly rejected the agreement voting 1-8, stating clearly the direction we felt appropriate for the Mayor to pursue to finalize the contract; and;

WHEREAS, the City Administration's decision to proceed without taking into account the clear concerns of this Common Council regarding the proposed contract and without further consultations with the Common Council is particularly frustrating;

NOW THEREFORE,

BE IT RESOLVED, this Common Council strongly urges the Mayor and Timothy Taylor, the police arbitrator, to take into account the concerns and recommendations of the Common Council, as outlined in this Resolution, when deciding the pending Syracuse Police Benevolent Association contract; and

BE IT FURTHER RESOLVED, that the City Clerk be and hereby is directed to send a certified copy of this Resolution to Mayor Walsh and Timothy Taylor.



CITY OF SYRACUSE COMMON COUNCIL

KHALID BEY
Councilor-at-Large
President Pro-Tempore

June 11, 2021

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

Dear Mr. Copanas:

Please prepare a Memorializing Resolution on behalf of the Democratic Councilors for the regular Common Council meeting on June 21, 2021. This resolution is to strongly urge Timothy Taylor, the Police Arbitrator and Mayor Ben Walsh to take into account the position of the Syracuse Common Council when deciding on the pending Syracuse Police Benevolent Association contract.

The Common Council vehemently opposes adding over \$5.2 million dollars in new expenses to cover the increase in police pay with rank differential, longevity, and other incentives. These increases are unequivocally wrong for the City of Syracuse at this time and furthermore are not represented in the current budget. If these increases are approved we ask that the administration to submit a revised 2021/2022 budget that projects an accurate cost of these expenditures for the police department.

The Council strongly disagrees with the Mayor Walsh's statement describing the Council as giving "vague" feedback in this process. While the Common Council agrees that a residency requirement would be a positive benefit for the City, we believe a temporary 5 year residency clause only effecting new hires was simply too high a cost. If the arbitrator were to decide in favor of what we see as an unaffordable contract as proposed by the Mayor, it will impact the funding of other essential city services in all City Departments that our residents depend on. The Council believes the City should be pursuing an arbitration decision that imposes a standard 2%-3% wage increase for all police officers.

The Common Council overwhelmingly rejected the agreement voting 1-8 and gave clear feedback on how to proceed. The administration's decision to proceed without taking into account our clear concerns with the proposed contract and without further consultation from the Common Council is particularly frustrating.

Sincerely,

Khalid Bey

Khalid Bey
Councilor at Large

**ORDINANCE AUTHORIZING CONTRACT
WITH BONADIO & CO., LLP TO PROVIDE
CONSULTING SERVICES RELATIVE TO A
REVIEW OF THE ADMINISTRATIVE AND
FINANCIAL RECORDS OF THE CITY'S
EMPLOYEE BENEFITS PROGRAM**

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

WHEREAS, the Mayor has approved the retention of Bonadio & Co., LLP, under the following terms:

(1) Bonadio & Co., LLP. shall provide all required services relative to a review of the administrative and financial records of the City's Health Insurance and related benefit plans along with third party contracts associated with the provision of employee benefits.

(2) The City shall pay to Bonadio & Co., LLP an amount not to exceed \$6,500.00 for all services under this agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Budget Account #01.599892.90000 or another appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF FINANCE

OFFICE OF THE COMMISSIONER
CITY OF SYRACUSE, MAYOR BEN WALSH

June 6, 2021

Bradley O'Connor CPA
Commissioner of Finance

Martha A. Maywalt
First Deputy Commissioner

Matthew DeLany, CPA
Deputy Commissioner

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

RE: Request for Legislation – Employee Benefits Review

Dear Mr. Copanas,

Please prepare legislation to be placed on the agenda for the regularly scheduled common Council meeting of June 21, 2021 authorizing an agreement with Bonadio & Co., LLP to provide consulting services relative to the administration of the City's employee benefits programs.

Due to the size of the agreement, no RFP was needed.

Under the terms of the engagement, the vendor will review the administrative and financial records of the City's health insurance and related plans along with third-party contracts associated with the provision of employee benefits. The cost of these services is not to exceed \$6,500.

All costs associated with this agreement will be charged to the fiscal services expenditure account number 01.599892.90000.

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
Donna Briscoe, Director of Personnel

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

30



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 7, 2021
SUBJECT: Agreement –Bonadio & Co., LLP

On behalf of the Department of Finance, I am requesting that the City of Syracuse authorize an agreement with **Bonadio & Co., LLP** to provide consulting services relative to the administration of the City's employee benefits programs.

Due to the size of the agreement, no RFP was needed.

Under the terms of the engagement, the vendor will review the administrative and financial records of the City's health insurance and related plans along with third-party contracts associates with the provision of employee benefits. The cost of these services is not to exceed \$6,500.

All costs associates with this agreement will be charged to the fiscal services expenditure account number 01.599892.90000.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date:

6/8/21

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

May 21, 2021

Frank Caliva
Chief Administrative Officer
City of Syracuse
233 E. Washington Street
Syracuse, NY 13202

RE: Professional Consulting Services

We appreciate the opportunity to provide professional consulting services to the City of Syracuse (the "City"). This engagement letter confirms our understanding of your retention of Bonadio & Co., LLP ("Bonadio") to assist you in the evaluation of the accounting and administration of the employee benefit plans maintained in the Human Resources Department of the City.

Scope of Services

As part of Phase I, our procedures may include, but are not limited to the following:

- Obtain and review agreements in place for related plans to gain an understanding of the plan(s), including plan options, payment requirements and other relevant plan specifications
- Perform interviews of City employees responsible for the administration, accounting and reconciliation of the plan(s) and related administrative and financial transactions
- Obtain databases, spreadsheets, or other tools utilized to track and reconcile plan recipient activity to financial transactions
- Test a sample of payments/liabilities related to self-pay obligations by employees of the City
- Test a sample of recent additions/terminations from the plan(s) to evaluate timing, accuracy and internal controls
- Report our preliminary findings and develop additional phases if necessary and at the request of the City. Additional phases will be completed under cover of an addendum to this engagement letter.

Summary of Roles and Responsibilities

The services under this engagement letter will be performed in accordance with the Statement on Standards for Consulting Services ("SSCS") issued by the American Institute of Certified Public Accountants ("AICPA"). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, the assertor. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented, based solely by the agreement between the practitioner and the client.

Accordingly, our services will not constitute an audit, compilation, review, or attestation service of the City's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the Public Company Accounting Oversight Board ("PCAOB"). Additionally, we will not otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

171 Sully's Trail
Pittsford, New York 14534
p (585) 381-1000
f (585) 381-3131

www.bonadio.com

We will provide expertise and recommendations based on our observations during the work requested by you to assist in this project. It will be management's responsibility to provide substantive involvement as part of the project team, determine the level of work desired, and determine how to proceed relevant to any recommendations or advice provided. You are responsible for making all management decisions and for performing management functions and overseeing and monitoring the services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience and will assure that you have obtained all needed information from appropriate sources to make appropriate business decisions. Further, although we will have discussions of various business matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Warranties and Liabilities

Our services will be performed in a professional and workmanlike manner. All services will be rendered by and/or under the supervision of Bonadio personnel or Bonadio's specialized third-party consultants or subcontractors. Bonadio makes no representation or warranty regarding either the services to be provided or any deliverables. In no event, unless it has been finally determined that Bonadio was grossly negligent or acted willfully or fraudulently, shall Bonadio be liable to you or any third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fees (excluding expenses) paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

You agree to indemnify and hold harmless Bonadio, its employees, partners and third party consultants and subcontractors from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to the services or deliverables under this letter, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services or deliverables. Your indemnity obligation contained in this paragraph shall survive termination or expiration of this letter (including but not limited to all reasonable costs and expenses related to answering subpoenas, attending depositions, being named in third-party claims, related attorneys' fees, etc.).

In the event of a conflict or inconsistency between the terms of this letter and any other written agreement between us relative to the services to be performed (including any deliverables), the terms of this letter shall be deemed controlling in all material respects.

Deliverables

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the Treasurer in strictest confidence.

We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of the City and other identifying information. We will nevertheless have no liability to City or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

Fees

For consulting projects of this nature, we charge a blended hourly rate of \$225/hour. We will set a not-to-exceed amount on phase I of this project to be \$6,500. Should we identify barriers to completing procedures within the not-to-exceed amount (such as missing documentation, refusal of assistance by employees, etc.) we will stop our work and discuss with you to determine an appropriate path forward.

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
BONADIO & CO., LLP

A handwritten signature in black ink, appearing to read 'T. Ball', with a long horizontal line extending from the top of the signature.

By
Tim Ball, CFE
Executive Vice President

ACKNOWLEDGMENT

This letter correctly sets forth the understanding of the City and its agreement with the above stated terms and conditions

Officer Name: _____

Officer Signature: _____

Title: _____

Date: _____

**ORDINANCE AMENDING ORDINANCE NO.
727-2019 AUTHORIZING A PROFESSIONAL
SERVICES CONTRACT RELATIVE TO
PROVIDING WEBSITE REDESIGN SERVICES
FOR THE CITY OF SYRACUSE**

BE IT ORDAINED, that Ordinance No. 727-2019 is hereby amended to read as follows:

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

WHEREAS, the City issued a Request for Proposals (RFP #19-037) and established a committee to review submitted proposals pursuant to Section 5-205A of the City Charter; and

WHEREAS, the Mayor has awarded a contract based upon the aforementioned Request for Proposal process to Open Cities under the following terms:

- (1) Open Cities will provide website redesign services for syrgov.net and for the implementation of a new Content Management System, to manage the City's website;
- (2) The agreement shall be in effect as of December 18, 2019;
- (3) Open Cities shall also provide the following specific services:
 - (a) Website design, configuration and implementation;
 - (b) Digital Services Training for City Departments; and
 - (c) Open Cities Annual Subscription of \$32,000.00 for Year One; and
 - (d) Open Forms Enterprise Version.

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 having a total not to exceed cost of \$105,000.00, subject to the approval of the Corporation Counsel as to terms, form and execution; the Agreement is hereby extended for a one year renewal period effective May 1, 2021 through April 30, 2022 for the Open Cities Annual Subscription and Help Desk at a cost not to exceed \$32,000 and unlimited seats for the Open Forms Enterprise Version at a cost not to exceed \$14,000, for a total cost not to exceed \$46,000.00 for all services to be provided under the amended agreement; and

BE IT FURTHER ORDAINED, that all costs associated with the amended contract shall be charged to the IT Department Budget Account No. 540530.01.16800.

_____ = new material



INFORMATION TECHNOLOGY

CITY OF SYRACUSE, MAYOR BEN WALSH

16 June 2021

Dave Prowak
Director

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: Agree to Amend Ordinance 727-2019 Authorizing a Professional Service Contract
Relative to Providing Website Redesign Services for the City of Syracuse

Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the City to amend Ordinance No. 727-2019, an agreement with Open Cities for software and services for managing content to operate the city website. Amend to extend the contract for a period of three years to be billed annually.

The vendor, Open Cities, was selected through a competitive request for proposal process (RFP #19-037) and voted on by a committee. This includes the following services:

- Open Cities Annual Subscription and Help Desk - \$32,000.00
- Open Forms Enterprise Version (unlimited seats) - \$14,000.00

This agreement will be in effect as of May 1, 2021. The cost of these services shall be charged to the **IT 540530 Fund 01 Dept 16800** and shall not exceed \$46,000.00.

X

Information Technology
233 E. Washington St.
City Hall, Room 415
Syracuse, N.Y. 13202

Office 315 448 8250
Fax 315 448 8008

www.syrgov.net

Dave Prowak
Director of IT

CC: Timothy Rudd, Budget Director
CC: Ruthnie Angrand, Communications and Marketing Director

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

29



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 7, 2021
SUBJECT: Extension Agreement – Open Cities

On behalf of the Department of Information Technology, I am requesting the City of Syracuse to amend ordinance #19-137 to renew an agreement with Open Cities for software and services for managing content to operate the City website.

The vendor, Open Cities, was selected through a competitive request for proposal process (RFP#19-037) and voted on by a Committee. This includes the following services:

- Open Cities Annual Subscription and Help Desk - \$32,000.00
- Open Forms Enterprise Version (unlimited seats) - \$14,000.00

This agreement will be effective May 1, 2021 to April 30, 2022. The cost of these services shall be charged to the IT 540530 Fund 01 Dept 16800 and shall not exceed \$46,000.00.

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

Thank you for your attention regarding this matter.

Mayor Ben Walsh
City of Syracuse, New York

Date: 6/8/21

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

/tm

Office 315 448-8252
Fax 315 448-8116

www.syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Schedule A

Pricing

Your OpenCities project consists of two sets of fees – one-time setup fees, and annual subscription fees, as outlined below:

What's included in the **annual subscription fee**?

Delivered as a cloud solution, the annual subscription fee includes:

- All product features outlined in this document, including three subsites at no cost (premium modules priced separately)
- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades and new functionality (4x annual releases)
- Accessibility commitment to global standard (WCAG 2.0 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support & issues per SLA
- Twice annual "check up" with OpenCities Customer Engagement team to explore site improvements focussed on enhancing your sites usability

OpenCities Annual subscription fee	\$32,000.00
Consultations (Premium Module)	Included at no additional fee
OpenForms Enterprise + Workflow 30 users/ 100 forms and training included	\$14,000
Total Annual Fees	\$46,000

What's included in the one-time setup fee?

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Project initiation and ongoing project management
- Production of visual design for new website, not subsite design

- Comprehensive site administrator and content publisher training (refer to training schedule)
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

OpenCities Services Package: Configuration, Project Management, All Training, Consultation and Support on best practices during project set up + launch.	\$18,500
OpenCities Enhanced Design Services: Development of user scenarios, style guide/digital design tool kit, user testing, three site concepts and up to five rounds of iteration on the preferred design of the three for the main site	\$14,000
Digital Services Academy: One weeklong Digital Services Academy (DSA) for up to 20 people, focused on up to 10 Services. DSA will be conducted remotely due to Covid restrictions	\$15,000
OpenCities Information Architecture Package	\$3,500
Photography Package: <u>60 edited images for use on the Syracuse website.</u> OpenCities will contract with up to three photographers for these images. Each artist will be paid a total stipend of \$1,000 for 20 images. Images will be uploaded by artists to Unsplash	\$3,000
<p>Content Migration Assistance* – Content migration of page content only for all parks, events, news and venues.</p> <p>Additional page content for other pages as designated by the City, not to exceed 1,000 pages.</p> <p>Page content only – does not include document / image migration or re-linking documents from libraries to pages</p> <p><small>*requires ability to export content from old site to xls, csv or similar format</small></p>	\$5,000
TOTAL ONE TIME FEES (inclusive of Options)	Total List \$59,000

NOTE: NO travel due to Covid-19

Website Hosting

Hosting provided by	Microsoft Azure Gov
Allocated monthly bandwidth	200GB
Allocated server storage	40GB
Additional traffic charges	\$.20 per GB
Additional server storage charges	\$1.00 per GB

Term of agreement

Initial term of agreement	3 years
Subscription start date	Effective Date

Service Level Agreement

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer's pro-rata monthly Base Subscription Fee for every hour of Customer's public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
<p>Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)</p>	<ul style="list-style-type: none"> • Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3) • Acknowledgement and assignment of the problem for resolution within an hour. 	<p>Within 4 hours.</p>
<p>Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).</p>	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk, or • Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2) • Acknowledgement and assignment of the problem for resolution within one business day. 	<p>Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.</p>
<p>Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)</p>	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within one business day. 	<p>Scheduled or next Version Update.</p>
<p>Priority 4 – Normal (Functionality is not working as intended)</p>	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. • Acknowledgement and assignment of the problem for resolution within 3 business days 	<p>Within specified Version Update.</p>

Notices to OpenCities:

Address: 1314 22nd Avenue, #697, San Francisco, CA 94122

Attention: Cynthia Francis, COO

Email: cynthia@opencities.com

Notices to Customer:

Address: [INSERT]

Attention: [INSERT]

Email: [INSERT]

What Role the City will play

At OpenCities, our best-practice driven approach is focused on creating success for you as a partner. One of the key things that we know creates success is having the right team and people from the City engaged.

A typical project for OpenCities starts by identifying City staff to guide the overall goals and impacts of the project. Those primarily consist of the following:

Project Owner – The most successful projects have a single project owner. This individual is commonly someone with significant understanding of the City's current website, familiarity working with CMS systems, and the ability to consult with departments on an ongoing basis around UX, best practices, etc.

Core Team -- This team of three to five key personnel from the City make all strategic decisions about the project and will be trained as Site Administrators. As Site Administrators, these select members will have the ability to do any and everything within the OpenCities platform (adding users, creating workflows, making design changes, etc.). A successful Core team should represent a variety of departments and be able to commit 10+ hours per week on the project from kick-off to launch.

Steering Committee – This group of five to 10 additional people join the Core Team may not be to provide feedback and opinions. Often, they're department heads, champions of the web team, or subject matter experts. In most cases, we recommend one person per department.

Stakeholders – This group of City leaders who need to be updated at a high level about the project. They are not actively engaged in the project, but are kept informed. Typically this group receives monthly updates about the status of the project.

Content Publishers -- This is the largest group of City personnel. These are all users who have the ability to create, edit and manage content (either for their department, or for specific content types – i.e. events, agenda/minutes, etc.). This group is trained by OpenCities on how to use the platform to create and publish content and should typically be able to dedicate 4-8 hours per week to the project during Phase 3 and 4. This group may also branch out to include content approvers / people who participate in content workflows. This is the largest group of staff.

Project Management Assumptions

- (a) OpenCities provides Asana for use by all parties while managing this Project. Asana is used as the collaboration for collecting risks, actions, issues, decisions and other project management notations.
- (b) OpenCities provides orientation of Asana to the City team as part of the Kick-off meeting. There is no cost to OpenCities clients to utilize this project area in Asana for the life of the project.
- (c) The data in Asana is considered shared data and the City can export the information stored in Asana used to implement this Project on an as-needed basis and project close.
- (d) OpenCities has capacity to assign resources and allocate to this Work Order sufficiently to keep the project on schedule.
- (e) Communication between OpenCities team and the City team is in person; by phone; or electronic methods of E-Mail, chat and online web conferencing.
- (f) For OpenCities facilitated meetings, OpenCities is responsible for the meeting notes and resolution of action items.
- (g) The City will respond to requests for information, data, and clarifications and make project related decisions within five working days or as defined in the Project Work Plan to prevent delays that may impact the project scheduled targets.

Project Schedule Assumptions

The project start date shall occur as soon as possible after the contract signing.

- (a) OpenCities has a template for a typical implementation of a Website in Asana as a starting point for planning and scheduling the activities.
- (b) Team meetings or work sessions are scheduled between 8am PT and 5pm PT.
- (c) The City shall maintain primary responsibility for the scheduling of the City employees, including the City's resident focus groups in support of project activities.

Project Facilities and Equipment Assumptions

- (a) It is assumed there will be no onsite work during the duration of the project. Work will be conducted remotely.

Technology and Infrastructure Assumptions

- (a) The online conference call tool may be Zoom or Microsoft Teams, or other online tools agreed upon.
- (b) OpenCities' work does not require any access to the City's network.

Training Assumptions

- (a) Informal knowledge transfer shall be conducted throughout the project lifecycle. Formal knowledge transfer shall occur as outlined in each Phase.
- (b) Content Publisher Training. This session focuses on how to use the Website to publish information, places and communications. It includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, media and file libraries.
- (c) Site Administrator Training. Delivered to the City Website managers, this session focuses on creating and managing users, as well as user roles, workflows, permissions and website settings. In addition, the site administrator training includes troubleshooting the Website and accessing OpenCities Help Center. Content publishing training is a pre-requisite for site manager training.
- (d) OpenCities Help Center. All staff publishing to the City's Website receive access to OpenCities Online Help Center. The Online Help Center offers detailed learning materials and documentation for every Core Module and is available 24/7/365. Each article contains annotated images with

step-by-step instructions showing how to use the functions in the Website and many articles also offer strategic advice to help make the most of the functionality.

(e) OpenForms Training - OpenForms training will be conducted as a unique training session. OpenForms usage is also included as a part of the Digital Services Academy.

(f) OpenForms also has an Online Help Center with training materials (e.g. training manuals, online help, video tutorials).

Project Lifecycle Activity Details

This section describes the scope activity including responsibilities with artifacts, outcomes, and deliverables, based on OpenCities Implementation Methodology. In the project lifecycle details there are 3 columns which indicate responsibilities for OpenCities and City of Syracuse in their singular column. All three columns indicate the artifacts and outcomes. All three columns work together to indicate responsibilities and outcome. The responsibilities may be joint to produce the artifacts and outcome. The artifacts and outcome may have deliverables identified.

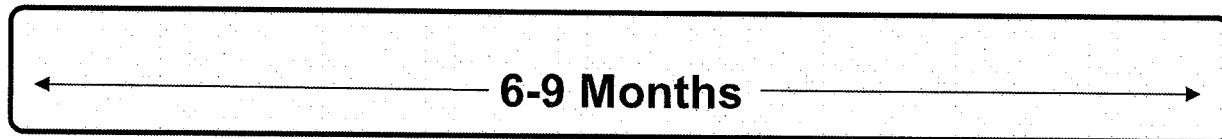
Project Management

The purpose of the project management activity is to identify the responsibilities and deliverables for initiation, planning, execution (monitor/control), and closeout for the entire project as defined in this SOW. The project management activity is continuous during project lifecycle activities. The City shall provide a project manager who will collaborate with OpenCities' project manager in conducting the project management activities. OpenCities shall take the lead role in using the implementation methodology and coordinating with the City's project manager. This activity is comprised of planning project tasks, producing core project management artifacts and controls, and developing product implementation plans using Asana as the primary collaboration tool.

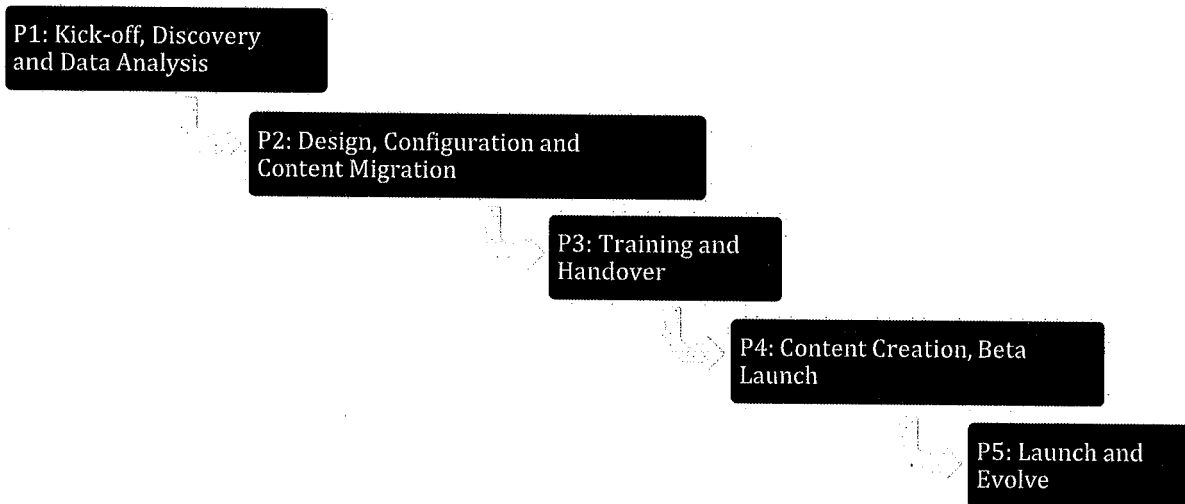
OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
1. Follow the project defined in this Statement of Work.	Follow the project defined in this Statement of Work.	<ul style="list-style-type: none"> • Clear communication • Ontime delivery of project • Project change control. • Deliverable acceptance. • Escalated issues.
2. Ensure logistics are in place. Establish team agreements, provide online workspace and collaboration. Provide agendas and needs are understood at a high-level.	Ensure logistics are in place. Setup meet and greet meetings with the steering committee and core team.	<ul style="list-style-type: none"> • Asana project space established, and City access granted. • City SharePoint (or similar) online access granted.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
3. Speak with the project sponsor and others as mutually determined to gain high-level understanding of the engagement and the business value OpenCities delivers to support the City executives.	Coordinate the setup of the initial and ongoing meetings with the sponsors and executives.	<ul style="list-style-type: none"> • Team agreements. • High-level understanding of what the sponsors and executives expect from the engagement and the key performance indicators. • Business value success factors to be incorporated in the implementation plan..
4. Provide lead role and work with the City project manager to introduce Asana by reviewing the tool and OpenCities's template for the Project Work Plan in Asana and update as needed. Ensure the activities have durations, resources/teams, dependencies, and sequencing.	Work with OpenCities project manager on the Project Work Plan and ensure activities the City needs are included.	Project Work Plan (in Asana)
5. Schedule OpenCities teams necessary to support the project based on the Project Work Plan.	Provide the relevant City teams for the project and facilitate their participation throughout the duration of the project.	<ul style="list-style-type: none"> • Updated Project Plan
6. Provide lead role in kickoff planning, work with the City project manager to develop the kickoff presentation and provide feedback. Validate activities that are mandatory or optional and include the activities the City believes are necessary for success that do not materially impact the scope.	Participate in pre-kickoff planning, identify the City's key people and teams, prepare the kickoff presentation deck with OpenCities project manager.	<ul style="list-style-type: none"> • Project Team Kickoff Deck

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
7. Work with the City project manager to evaluate the project progress.	Work with OpenCities project manager to manage the project progress.	Maintain accurate project plan.
8. Conduct regular assessment of project risk and raise issues in regular project meetings early.	Participate in project risk assessments and discussions.	Register project risk in the Risk Task in Asana.
9. Participate on team communications and outreach to the City for readiness.	Discussion lead on the team communications and City outreach discussions.	Communications, Engagement, and Outreach Plan.
10. Attend City team meetings as agreed to during kickoff and minimally the core team and the steering team meetings.	Participate in preparation for core team and steering team meetings. Provide information for steering team project update deck.	Steering team update in deck with minimally progress performance, blocking issues, high risks, and decisions needed.



Project Phases



City of Syracuse

OpenCities is committed to partnering with City of Syracuse to accomplish its goals. Based on your Request for Qualifications, we have customized our implementation to include the following recommended service packages. These packages are delivered throughout the project as noted in the phased implementation approach below.

Content Migration

This two-part package includes the Content Migration Strategy, which starts with an Archive, Improve and Migrate process led by your team – as not all content (including documents and images) from your old site needs to carry over. Next OpenCities will help map the pages you selected to Improve or Migrate to the proper OpenCities template, note any inconsistencies or custom templates, understand how to translate certain elements of the content, and review all of this with City of Syracuse team. After our review, you'll have a list of each OpenCities template that we'll use to migrate each page, which will set you up for success in making decisions on how and what new content to add to the new site in the future.

A couple of things to note:

- The documents and images on pages that are marked IMPROVE or ARCHIVE will not move over
- The City is responsible for migration of documents and images

For this process to be effective, City of Syracuse must:

- Identify an individual or a team with the ability to make decision on what content is and is not migrated.
- Promptly make decisions.
- Analyze their own data using any data from Google Analytics, SiteImprove, Monsido, etc. to determine what pages are the most important to migrate and what can be archived.

The City will be responsible for:

- Creating the file structure for images and documents in the files library
- Creating searchable document names for any image / document after the assets have been moved into the OpenCities library
- Writing any alt text for images and documents after the assets have been moved into the OpenCities library

Definition: What is / isn't content that is included in OpenCities led content migration?

Content in-scope / IS content	Content out-of-scope / ISN'T content
Content managed within your current CMS	Anything within an iFrame, or embedded HTML content
Documents/images (if contracted)	Dynamic content pulled from other systems
	Content not managed within CMS
	Javascript, CSS or other custom code (unless it's agreed upon as part of the site design and build)
	Interactive web forms and/or single page applications
	Written content within image/diagram
	Content migrated from a PDF file

Digital Services Academy (One workshop included in one-time fees)

The project team will use a 3-day, 2.5 hour/day facilitated workshop to train City staff how to re-envision government web pages and PDFs as interactive services. Participants learn how to migrate prioritized content from the current site so that it becomes a fully functional Digital Service.

Accommodating “service owners”, the OpenCities project team will work with participants (content publishers and departmental staff) to create a journey map of one of their key services, identify areas for improvement, prototype a new transaction, redesign their content, and test their new services page and digital form with a set of actual users. This includes the Writing for the Web workshop to help teach staff how to make content interesting, understandable and free of jargon, while staying inside the City guidelines.

Standard Implementation Process

Phase 1: Kick-off, Discovery and Data Analysis

Kick off Meeting: Meet the Team, confirm timelines for the project, schedule training sessions, walk-through process for portal set up and design. Discuss which forms the City requires OpenCities support with creating, including identifying subject matter experts responsible for working with OpenCities to translate business logic into workflow and form design. Determination is made as to key site elements necessary for configuration such as a domain and SSL. Determination of Core and Steering Committees.

Project Management Tool: Introduction to Asana as our shared project management environment to track progress and maintain a visual point of truth as to the steps in the project.

Design Kick Off/Asset Collection: Client works with OpenCities to secure assets such as logos and images along with any existing style guides.

Governance Strategy: The OpenCities project team will consult and advise the web management team through a process of creating a governance plan for website content. Outcomes will include assisting in the Client in formulating clearly assigned roles and expectations, an approved process for gathering, writing, approving and publishing new site content, and an understanding of best practices for web writing.

Information Architecture package: The OpenCities team will apply a best-practices approach to the IA for your new site by 1) mapping your current site, and 2) producing a first and second level navigation structure for your new site. Save time, money, and frustration by letting OpenCities share IA best practices and formulate a winning navigation strategy for your site.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Coordinate Asana project plan, arrange for kick-off meeting, lead kick-off meeting.	Coordinate with appropriate City staff who will need to be on Core team, steering committee and participate in the Kick-off.	Kick off meeting, Deck for Kick-off meeting, clarity on Core and Steering committee at
Provide AIM template to facilitate the Content Migration process.	Crawl current site, identify for each page whether the intention is to Archive, Improve or Migrate the content (AIM).	Completed AIM spreadsheet
Facilitate an ideation session with the City and provide guidance on the design creative. Assist the City in identifying the visual assets needed for the look/feel the City desires on the Website. Receive the City's visual assets.	Participate in the ideation session and discuss the City's desired look/feel for the Website. Provide the visual assets needed such as logos, photography, and existing visual style guides based on the outcomes and understandings from the creative briefing.	<ul style="list-style-type: none"> • Design Values Overview <ul style="list-style-type: none"> ○ Statements and/or images capturing the intention of the look/feel of new Website. ○ Style Tiles Designer feedback or recommendations
Engage with the City in a 2 week IA exercise, led by OpenCities, to identify the best Navigation and Homepage layout for Syracuse content. Process may include tree testing or card sort exercises with city staff or residents	Assist in scheduling and participation by the team in the IA process. Attend and fully participate in the exercises and user testing to facilitate the best possible result.	<ul style="list-style-type: none"> • Homepage navigation and IA. Secondary navigation for up to two departments.

Phase 2: Design, Configuration and Content Migration

In this phase the OpenCities project team and the client will share assets and work to align and deliver a navigation, look and feel that reflects the spirit and goals of the City while leveraging the best practices for effective site layout and design.

Enhanced Design Package: Rather than directly applying your visual identity to one of our best-practice layouts, this curated design package involves both the city staff and the community in an interactive onsite design workshop. This informs two homepage design directions, and through two rounds of creative revision, we produce a visual outcome that uniquely reflects your city. Working in an agile manner, we bypass any presentation of 'flat' visual design screens and creative concepts, in favor of directly applying your visual assets into a fully functional website.

Design Finalization: Once the designs are skinned onto a live OpenCities instance, content publishing/migration can immediately begin.

Structured Content Migration Package: Do you already have excellent, current content for your parks, news, events, jobs or other specific types of content? Ideal for small, busy teams that want OpenCities to assist in migrating some current content and speeding up the process, this service includes bulk importation of all structured content (Parks, events, news, meetings/agendas, projects, initiatives, elected officials), resulting in these pages being site ready. (Note that this requires export capability from your current site or CMS).

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Configure the Website platform based on the outcomes from the design phase, and using the existing site navigation, similar site settings, map localization, configuration of fields and tags, initial users and roles for making the Website ready for Content entries. Included is configuration of the Consultations Module		Platform configuration making the Website ready for Content entries.

and OpenForms Enterprise		
Starting with the first iteration of the design, produce a visual outcome that provides a fresh upgrade from the existing site, uniquely reflecting the City and using the visual assets gathered by the City. This work is presented to the Core Team at CCD.	Core Team participates in the creative discussion and design review and decide on the homepage design direction.	<ul style="list-style-type: none"> Website design concept 1 chosen
Iterate the design concepts, finalize the changes.	Core Team reviews the final design with iterative changes, and provides feedback for revision if/as needed. If needed, the process is repeated one additional time to arrive at the final approved design.	<ul style="list-style-type: none"> Design Iteration 2-5 (if needed) Final Design Approved
Implementation of the final design concept		<ul style="list-style-type: none"> Website Design Implemented
Review of the AIM spreadsheet, kickoff of the Content Migration process led by OpenCities	Provide completed AIM spreadsheet, clarify questions pertaining to sections of content or individual pages, provide ongoing feedback and answers for OC Migration team as they move pages.	
Presentation of the completed AIM spreadsheet, Content Migration Report, and pages now published within the OC site for Syracuse	Review and approval of content as migrated.	<ul style="list-style-type: none"> Content Migration Report, updated AIM spreadsheet, pages now published inside the OC instance for Syracuse.

Phase 3: Digital Services Academy, Training and City Content Migration/Creation

In this phase, OpenCities provides training based on the types of outcomes that the City wants to achieve with OpenCities.

OpenCities is designed to be intuitive enough for anyone in the City to effectively create and maintain beautiful and well-architected web pages. We make sure that there is comfort with the platform by providing a three-step approach:

1. **Digital Services Academy** – The OpenCities Digital Services Academy lays the foundation for better government websites and happier teams. This service includes a three-day training session over the course of one week, including journey-mapping of a current process for selected services, creating new OpenForms and content services pages for each redesigned service. May also include civic user testing with staff and optionally, community members. Up to 25 people per session.
2. **Content Publisher Training** – This introduction to OpenCities training sets the foundation for experimentation and mastery by department level staff who will be using the system. Up to 25 people per session.
3. **Site Administrator Training** – By training and supporting key staff members to have a deeper understanding of OpenCities product capabilities, we assure that SME's at the department level are well supported internally. Up to 15 people per session.
4. **OpenForms Publisher Training** – Staff responsible for creating and editing forms will be trained on the functions of how to build a beautiful, accessible and functionally rich form using our drag and drop editor. They'll learn to set up smart logic on fields, build notifications and confirmation messages, and apply pre-built themes.
5. **OpenForms Admin Training** – Participants in this training will learn the more advanced functions of OpenForms as well as administration and user management. You'll learn how to create new themes, how to build complex, multi-step workflows, and where our API Library lives should you want to build off of our available connections.
6. **OpenCities Help Center**- 24 x 7 access to our online documentation and training portal means that everyone can reference "how to" guides and other training materials whenever they are needed.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Plan, manage and lead the Digital Services Academy workshop for City of Syracuse staff.	Support the planning and manage the scheduling of the DSA for the appropriate staff members. Identify who needs to attend, clarify for attendees the reason for the workshop and the value, support the prep work and homework, provide follow up.	PDF of key slides for all attendees. Up to 10 completed Services pages and OpenForms in draft form by the completion of the workshop.

Plan and lead Content Publisher training for up to 25 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the Content Publisher training.	Training curriculum and session for Content Publishers.
Plan and lead Site Administrator training for up to 15 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the Site Administrator training.	<ul style="list-style-type: none"> • Training curriculum and session for Site Administrators.
Plan and lead OpenForm Publisher training for up to 25 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForm Publisher training.	<ul style="list-style-type: none"> • Training curriculum and session for OpenForms Publishers.
Plan and lead OpenForms Admin training for up to 15 people.	Organize participants, schedule training with OpenCities and participants, and participate fully in the OpenForms Admin training.	<ul style="list-style-type: none"> • Training curriculum and session for OpenForms Administrators.
Support City efforts to migrate or improve content through regular check ins, access to Help Centre, availability of the Project Manager for issues.	City staff will migrate or improve pages to fully populate and review all content on the new City of Syracuse website.	

Phase 4: Content/service creation and Optional Beta Launch

Once your content has been migrated into the system and your team has been trained, it's time to prepare for a beta launch.

Content Clean Up. If pages were added to your old site after the content migration process was completed, it is the responsibility of your team to create that new page in the OpenCities System. Additionally, we highly recommend that your staff review and approve every single page that was migrated by the OpenCities team for styling and factual accuracy. We'll do our best based on strategy meetings and our experience in gov tech, but only you know your content like the back of your hand, and there are some things we just aren't capable of knowing about your business processes.

Beta Release: The decision to launch a Beta version of the site before sun-setting the current website provides an opportunity to gather feedback and continue to iterate the new site prior to the full launch. Beta launch may occur before all of the content is fully available on the site,

and it will be important to clarify for the community that this is a work in progress in advance of the full release. We strongly encourage User Testing during this stage, which includes providing a survey for residents to complete or setting up in a coffee shop or local library and asking residents to test out the beta site.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Support City efforts to migrate or improve content through regular check ins, access to Help Centre, availability of the Project Manager for issues.	City staff will migrate or improve pages to fully populate and review all content on the new City of Syracuse website.	Content created and published in OpenCities by City Staff
Provide ongoing support for OpenForms	Staff builds new forms using OpenForms	City creates new digital forms and embeds them in OpenCities web pages
OPTIONAL: Support for Beta launch prior to full launch	Determine if the City desires to launch the site when the most visited pages and key structure, design and navigation are complete. If desired, this is a way to gain feedback while still migrating content from the old site.	Possible BETA launch of new site, based on desire of the client.

Phase 5: Launch and evolve

Launch. The OpenCities team will coordinate the full launch of the site with the Syracuse Team to assure a smooth transition from the old to the new site, including DNS transfer.

Evolve: Truthfully, you will never be done building your site. As the needs of your residents change, your website will need to flex with them. As your new partners in your digital City hall, your website will remain mobile responsive, ADA compliant and up to date with changing browser technology, so you can spend your time providing excellent content. We'll do six-month check ins to see how things are going, but between those you're always welcome to reach out with questions or for support.

Leverage new functions Using the Product Ideas forum in our Help Center, you can share your ideas for improving existing features and suggesting entirely new ones with us and hundreds of your local government peers worldwide. The best ideas will be built for everyone

to use as part of our quarterly version upgrades, ready to test and activate in your website within minutes.

Learn new skills: OpenCities hosts regular online ‘drop-in’ refresher training sessions and master classes – making it easy for your web team to train new staff or plug any product knowledge gaps, and learn new skills ranging from writing better web content and creating more effective online forms, to driving greater levels of community engagement and much more.

Meet your peers: Catch up with your peers, build new connections with like-minded people, discover current challenges, opportunities and trends shaping digital local government. See how other local governments are using OpenCities and have your say about the future of our technology. OpenCities Annual User Groups helps you chart and deliver your digital roadmap.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Discussion lead site launch, using launch checklist.	Participate in the launch planning and verify the checklist.	Launch Checklist
Conduct full site launch.	Coordinate the transition, including the DNS transfer.	City launches two Digital Services websites.
Plan and Lead project RETRO: A few weeks following site launch, the Core Team is invited to meet with OpenCities leadership to review the project, share needs or desires for the future, and learn about the ongoing Customer Engagement program from OpenCities.	Assist with scheduling correct team members to participate in Retro. Participate in retro.	Learnings from the project shared. Introduction to the Customer Engagement team.

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE SOUTHSIDE STAND FORMALLY
KNOWN AS THE SOUTH SIDE NEWSPAPER
PROJECT**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the "The South Side Stand" formally known as the South Side Newspaper Project, publisher of The Stand; and

BE IT FURTHER ORDAINED, that said agreement shall allow the City unlimited use of high-resolution photo images on the City's website, in City marketing material, public information, and special presentations. In addition this agreement also allows The Stand and the City of Syracuse to partner on the Southside Photo Walk, making all photos submitted in the photo walk contest eligible for City use; and

BE IT FURTHER ORDAINED, that the cost of sharing these photos will be \$1000.00 per year and the effective date of the agreement will be July 1, 2021; and

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be paid from Communications Office budget account #540552; 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 MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

RE: Request to enter into an agreement with The Southside Stand

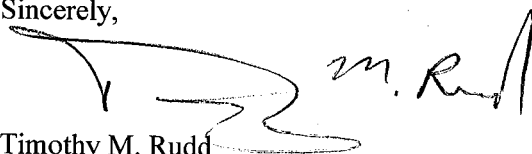
Mr. Copanas,

Please prepare legislation to be introduced at the next Common Council Meeting authorizing the City to enter into a photo sharing agreement with The Southside Stand, formally known as the South Side Newspaper Project, publisher of The Stand.

The Stand will allow the City of Syracuse unlimited use of high-resolution photo images. The photo sharing agreement will allow the City to utilize photos from The Stand on the city website, in city marketing material, public information, and special presentations. This agreement also allows The Stand and the City of Syracuse to partner on the Southside Photo Walk, making all photos submitted in the photo walk contest eligible for City use. The Stand's collection would greatly increase the City's ability to market Syracuse as a diverse, inclusive, location and make available needed high quality images for web-based and print marketing.

The cost of sharing photos will be \$1,000 per year. The effective date of the agreement will be July 1, 2021. The City will have permission to use photos from the Stand as of the effective date of the agreement. The agreement fee will be paid from the Communications Office budget account #540552 account.

Sincerely,



Timothy M. Rudd
Director of Management and Budget

CC: Ruthnie Angrand, Director, Communications & Marketing

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

28
GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 7, 2021
SUBJECT: Agreement with The Southside Stand

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

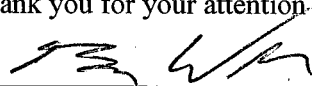
On behalf of the Office of Management and Budget, I am requesting that the City of Syracuse enter into a photo sharing agreement with **The Southside Stand**, formally known as the South Side Newspaper Project, publisher of The Stand.

The Stand will allow the City of Syracuse unlimited use of high-resolution photo images. The photo sharing agreement will allow the City to utilize photos from The Stand on the city website, in city marketing material, public information, and special presentations. This agreement also allows The Stand and the City of Syracuse to partner on the Southside Photo Walk, making all photos submitted in the photo walk contest eligible for City use. The Stand's collection would greatly increase the City's ability to market Syracuse as a diverse, inclusive, location and make available needed high quality images for web-based and print marketing.

The cost of sharing photos will be \$1,000 per year. The effective date of the agreement will be July 1, 2021. The City will have permission to use photos from the Stand as of the effective date of the agreement. The agreement fee will be paid from the Communications Office budget account #540552 account.

If you agree to enter into this agreement please, indicate 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

6/8/21
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

cc: Ruthnie Angrand, Director of Communications and Marketing

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



May 27, 2021

The Stand, South Side Newspaper Project
South Side Communication Center
2331 South Salina St.
Syracuse, NY 13205

Dear City of Syracuse,

The South Side Newspaper Project, publisher of The Stand, will allow the City of Syracuse unlimited use of high-resolution photo images published from the project's Flickr account and as part of its partnership with the city for its upcoming photo contest. The fee for unlimited use of photos will be an annual fee of \$1,000 per year. This fee will be used to help support the project's annual Photo Walk and newly launched summer photo contest with rewards to city residents for city photography. Images from this city-wide contest will be included in available photos.

The project's photo archive can be found at <[flickr.com/photos/mysouthsidestand/](https://www.flickr.com/photos/mysouthsidestand/)> and is easily searched using key words. The City of Syracuse will have permissions to use any photos from the stand upon execution of this agreement.

Sincerely,

Ashley Kang
Director of The Stand Newspaper

**ORDINANCE APPROPRIATING FUNDS FOR
THE ONONDAGA HISTORICAL ASSOCIATION
AND AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH THE ONONDAGA
HISTORICAL ASSOCIATION RELATIVE TO
THE 2020/2021 FUNDS**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$15,000.00 from Special Objects of Expense Budget Account #594500.01.90000 to an account to be determined by the Commissioner of Finance for the Onondaga Historical Association; said funds are to be utilized to cover the cost of the services of the Onondaga Historical Association as City Archivist and curator of the City's Historical documents, as well as the assistance they provided to the Landmark Preservation Board for the period of July 1, 2020 through June 30, 2021, in the manner provided by law; and

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



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

June 4, 2021

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

Re: Legislation for the Appropriation of Funds to Onondaga Historical Association

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council Meeting authorizing the appropriation of budget funds to the Onondaga Historical Association (OHA).

The OHA serves as the City Archivist and curator of the City Historical documents as well as assisting the Landmark Preservation Board.

The appropriation of an amount not to exceed \$15,000 will be drawn from Special Object Account #594500.01.90000 pursuant to the authorized 2020/2021 Annual Budget.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

27
GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Honorable Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 4, 2021
SUBJECT: Agreement with Onondaga Historical Association

Timothy M. Rudd
Director

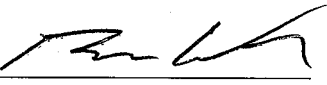
Julie Castellitto
Assistant Director

On behalf of the Office of Management and Budget, I am requesting an agreement with Onondaga Historical Association for Fiscal Year 2020/2021.

Expenditures shall not exceed \$15,000 and will be charged to the Special Objects Budget Account #594500.01.90000.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

6/8/21
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Onondaga Historical Association
 321 Montgomery Street
 Syracuse, New York 13202

Phone: 315-428-1864

0001897-IN

7/1/2020

NONTAX

0000757

CITY OF SYRACUSE (Mgmt&Budget)
 Office of Management & Budget
 City Hall - Room 213
 Syracuse, NY 13202

Due on Receipt

Item	Description	Quantity	Price Each	Amount
A	City of Syracuse Appropriation for FY 2020 - 2021	1.000	15,000.000	15,000.00

Your Support is Greatly Appreciated!

Net Invoice:	15,000.00
Freight:	0.00
Sales Tax:	0.00
	\$15,000.00

* Please Include Invoice Number with Payment*

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
TWO HUNDRED NINETY-FIVE THOUSAND
DOLLARS (\$295,000.00) TO DEFRAY THE COST
AND EXPENSE OF SETTLEMENT OF THE
LITIGATION ACTION OF JOHN J. GEORGE V.
THE CITY OF SYRACUSE, ET AL.**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of settlement of the litigation action of John J. George v. the City of Syracuse, et al., Index No. 2016EF4108, at an estimated maximum cost not to exceed Two Hundred Ninety-Five Thousand Dollars (\$295,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 33(a)(1) of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is five (5) years.

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

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

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

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

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

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

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

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

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

Section 11. This ordinance shall take effect immediately.

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

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

John J. George v. City of Syracuse, et al;
Index No. 2016EF4108
Motor Vehicle Accident
Settlement Amount - \$295,000.00

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

BE IT FURTHER ORDAINED, that the settlement amount shall be charged to the proceeds of the sale of bonds in the amount of \$295,000.00 authorized contemporaneously herewith by ordinance of this Common Council or to the Judgment and Claims Account #599298.05.93000 or another appropriate account as designated by the Commissioner of Finance.

16-17



DEPARTMENT OF LAW

OFFICE OF THE CORPORATION COUNSEL

CITY OF SYRACUSE, MAYOR BEN WALSH

June 9, 2021

Kristen E. Smith
Corporation Counsel

Joseph W. Barry III
First Assistant
Corporation Counsel

Lee R. Terry
Senior Assistant
Corporation Counsel

Catherine E. Carnrike
Meghan E. Ryan
Amanda R. Harrington
John C. Black Jr.
Kathryn M. Ryan
Ramona L. Rabeler
Todd M. Long
Sarah M. Knickerbocker
Danielle B. Pires
Finney Raju
Patrick R. Blood
Patrick J. Parkinson
Danielle R. Smith
Jody A. Mooney

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

Re: ***John J. George v. City of Syracuse, et al.***
Index No. 2016EF4108

Dear Mr. Copanas:

Please place on the Common Council agenda for its next meeting of June 21, 2021, a proposed settlement of the above lawsuit. This action involved an allegation that plaintiff sustained serious injuries as a result of a motor vehicle accident with a Department of Water vehicle. We believe that this settlement is in the best financial interest of the City of Syracuse.

The proposed settlement amount is Two Hundred Nine-Five thousand dollars (\$295,000.00). The payment will be charged to the Judgment and Claims Account, No. #599298.05.93000, but may also be paid using a bond ordinance to be adopted contemporaneously with the authorization.

To that end we are also requesting a new bond to fund the \$295,000.00 settlement amount. Attached is the CIP form.

Thank you for your assistance.

Very truly yours,

Kristen E. Smith, Esq.
Corporation Counsel

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

Office 315 448-8400
Fax 315 448-8381
Email law@syrgov.net

www.syrgov.net

31

A



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/09/2021	Department:	Law
Project Name:	John J. George v. City of Syracuse, et al., Lawsuit Settlement		
Project Cost:	\$295,000.00		
Contact Name:	Kristen E. Smith, Corporation Counsel		
Project Description: Plaintiff alleged he sustained serious injuries as a result of a motor vehicle accident with a Water Department vehicle.			
Projected Time Line & Funding Source(s)			
Estimated Start Date:	n/a	Estimated Completion Date:	n/a
Funding Source:	GO Bond	Dollar Amount:	\$295,000.00
Local Share: Cash Capital	n/a		
Local Share: Bonds (complete schedule below)	n/a		
State Aid/Grant (identify)	n/a		
Federal Aid/Grant (identify)	n/a		
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		\$295,000.00	
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	2021-22	\$295,000.00	
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ n/a	
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan:		Reason("No"): unanticipated court settlement	
Yes	No X		
Director of Administration:		Date: 6/9/21	
Director of Management & Budget:		Date: 6-9-21	
Commissioner of Finance:		Date: 6/9/21	

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH JUBILEE HOMES TO PROVIDE TRAINING,
PROGRAMMING, AND SUPERVISION TO YOUTH
HIRED FOR THE SUMMER AND TO
COLLABORATIVELY RUN THE “URBAN
DELIGHTS SUMMER PROGRAM”**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with Jubilee Homes. to provide training, programming, and supervision to youth hired for the summer and to collaboratively run the “Urban Delights Summer Program”, which is designed to empower youth through job training, employment, and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization and community engagement with the local food system; and

BE IT ORDAINED, that pursuant to this agreement, Jubilee Homes. shall train and supervise young people in nutrition, sustainable environmental practices, community revitalization, and local food systems. Wages, program facilitation, and supplies such as gloves, bags, shirts, masks and hats are also included; and

BE IT FURTHER ORDAINED, that the term of this agreement shall be for a one year period from May 31, 2021 to June 30, 2021; and

BE IT FURTHER ORDAINED, that said agreement shall have a cost not to exceed \$4,000.00 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500 or another appropriate account as designated by the Commissioner of Finance; 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.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with Jubilee Homes to provide training and supervision to youth hired for summer and to collaboratively run the Urban Delights Summer Program as a youth employment and service program under the broader youth employment initiatives of the City.

The Urban Delights Summer Program is designed to empower youth through job training, employment and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization, and community engagement with the local food system.

The dates of this agreement are May 31, 2021 – June 30, 2021.

City funds, in an amount not to exceed \$4,000 will be used to train and supervise young people in nutrition, sustainable environmental practices, community revitalization and local food systems. Wages, program facilitation and supervision, and supplies such as gloves, bags, shirts, masks and hats are also included.

The total costs of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

Sincerely,

Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Urban Delights Summer Program

Tentative Start Date:

May 31st, 2021

Tentative End Date:

August 20th, 2021

Supervisor 1 & 2 5/31 - 6/30/21 - 1074.19 X 2 = 2148.38

Supervisor 3 6/7 - 6/30/21 - 1525.78

Total thru 6/30/21 = 3674.16

Budget 2021

\$17,800.00

Site Supervisors 1 & 2

Pay Period Dates:	Total Hrs:	Hrly Wage:	Total Wages:	Fica:
5/31/21-6/4/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/7/21-6/11/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/14/21-6/18/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/28/21-7/2/21 3 days	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/5/21-7/9/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/12/21-7/16/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/19/21-7/23/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/26/21-7/30/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/2/21-8/6/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/9/21-8/13/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/16/21-8/20/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
Total for per Site supervisors				\$ 382.69

SUI:	Total Cost:
4.57	\$ 238.71
4.57	\$ 238.71
4.57	\$ 238.71
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
105.07	\$ 5,490.26

358.06

Site Supervisors 3

Pay Period Dates:	Total Hrs:	Hrly Wage:	Total Wages:	Fica:
6/7/21-6/11/21	22.5	\$ 17.00	\$ 382.50	\$ 29.26
6/14/21-6/18/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
6/28/21-7/2/21 3 days	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/5/21-7/9/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/12/21-7/16/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/19/21-7/23/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/26/21-7/30/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/2/21-8/6/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/9/21-8/13/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/16/21-8/20/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
Total for per Site supervisors				\$ 468.18

SUI:	Total Cost:
4.57	\$ 416.33
4.57	\$ 690.84
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
100.5	\$ 6,688.68

418.61

Number of youth for program:	Total Cost
Site Supervisor 1	\$ 5,490.26
Site Supervisor 2	\$ 5,490.26
Site Supervisor 3	\$ 6,688.68
	\$ 17,669.20

Supplies

Gloves	\$ 100.00
Square Cash Register	\$ 1,000.00
Bags- Large reusable	\$ 250.00

Bags-Paper Large	\$ 300.00
Shirts	\$ 400.00
Mask	\$ 180.00
Hats	\$ 240.00
Total	\$ 2,470.00

Total salaries and supplies

\$ 20,139.20



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: January 11, 2021
SUBJECT: Agreement with Jubilee Homes

Julie Castellitto
Assistant Director

On behalf of the Department of Research, I am requesting the City to enter into an agreement with Jubilee Homes to provide training and supervision to youth hired for summer and to collaboratively run the Urban Delights Summer Program as a youth employment and service program under the broader youth employment initiatives of the City.

The Urban Delights Summer Program is designed to empower youth through job training, employment and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization, and community engagement with the local food system.

The dates of this agreement are May 31, 2021 – June 30, 2021.

City funds, in an amount not to exceed \$4,000 will be used to train and supervise young people in nutrition, sustainable environmental practices, community revitalization and local food systems. Wages, program facilitation and supervision, and supplies such as gloves, bags, shirts, masks and hats are also included.

The total cost of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

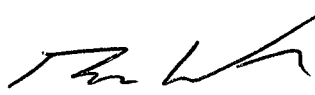
Please indicate your concurrence by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



Mayor Ben Walsh
City of Syracuse, New York

6/18/21
Date

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH JUBILEE HOMES TO PROVIDE TRAINING,
PROGRAMMING, AND SUPERVISION TO YOUTH
HIRED FOR THE SUMMER AND TO
COLLABORATIVELY RUN THE "URBAN
DELIGHTS SUMMER PROGRAM"**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with Jubilee Homes. to provide training, programming, and supervision to youth hired for the summer and to collaboratively run the "Urban Delights Summer Program", which is designed to empower youth through job training, employment, and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization and community engagement with the local food system; and

BE IT ORDAINED, that pursuant to this agreement, Jubilee Homes. shall train and supervise young people in nutrition, sustainable environmental practices, community revitalization, and local food systems. Wages, program facilitation, and supplies such as gloves, bags, shirts, masks and hats are also included; and

BE IT FURTHER ORDAINED, that the term of this agreement shall be for a one year period from July 1, 2021 to June 30, 2022; and

BE IT FURTHER ORDAINED, that said agreement shall have a cost not to exceed \$18,000.00 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500 or another appropriate account as designated by the Commissioner of Finance; 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.



Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with Jubilee Homes to provide training and supervision to youth hired for summer and to collaboratively run the Urban Delights Summer Program as a youth employment and service program under the broader youth employment initiatives of the City.

The Urban Delights Summer Program is designed to empower youth through job training, employment and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization, and community engagement with the local food system.

The dates of this agreement are July 1, 2021 – June 30, 2022.

City funds, in an amount not to exceed \$18,000 will be used to train and supervise young people in nutrition, sustainable environmental practices, community revitalization and local food systems. Wages, program facilitation and supervision, and supplies such as gloves, bags, shirts, masks and hats are also included.

The total costs of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

Sincerely,

Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Supervisors #1 & 2

$$7/1 - 6/30/22 = 4416.09 \times 2 = 8,832.18$$

13,995.08

Urban Delights Summer Program

Tenative Start Date:
May 31st, 2021

Tenative End Date:
August 20th, 2021

Supervisor #3

$$7/1 - 6/30/22 = 5,162.90$$

Supplies → 1470.

15,465.08

Total = 13,995.08

Budget 2021 17,800.00

Site Supervisors 1 & 2

Pay Period Dates:	Total Hrs:	Hrly Wage:	Total Wages:	Fica:
5/31/21-6/4/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/7/21-6/11/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/14/21-6/18/21	15	\$ 14.50	\$ 217.50	\$ 16.64
6/21/21-7/2/21 2 days	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/5/21-7/9/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/12/21-7/16/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/19/21-7/23/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
7/26/21-7/30/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/2/21-8/6/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/9/21-8/13/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
8/16/21-8/20/21	37.5	\$ 14.50	\$ 543.75	\$ 41.60
Total for per Site supervisors				\$ 382.69

SUI:	Total Cost:
4.57	\$ 238.71
4.57	\$ 238.71
4.57	\$ 238.71
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
11.42	\$ 596.77
105.07	\$ 5,490.26

238.70

4,416.09

Site Supervisors 3

Pay Period Dates:	Total Hrs:	Hrly Wage:	Total Wages:	Fica:
6/7/21-6/11/21	22.5	\$ 17.00	\$ 382.50	\$ 29.26
6/14/21-6/18/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
6/28/21-7/2/21 2 days	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/5/21-7/9/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/12/21-7/16/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/19/21-7/23/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
7/26/21-7/30/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/2/21-8/6/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/9/21-8/13/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
8/16/21-8/20/21	37.5	\$ 17.00	\$ 637.50	\$ 48.77
Total for per Site supervisors				\$ 468.18

SUI:	Total Cost:
4.57	\$ 416.33
4.57	\$ 690.84
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
11.42	\$ 697.69
100.5	\$ 6,688.68

279.07

5,162.90

Number of youth for program:	Total Cost
Site Supervisor 1	\$ 5,490.26
Site Supervisor 2	\$ 5,490.26
Site Supervisor 3	\$ 6,688.68
	\$ 17,669.20

Supplies

Gloves	\$ 100.00
Square Cash Register	\$ 1,000.00
Bags- Large reusable	\$ 250.00

Bags-Paper Large	\$ 300.00
Shirts	\$ 400.00
Mask	\$ 180.00
Hats	\$ 240.00
Total	\$ 2,470.00

1,470.00

Total salaries and supplies

\$ 20,139.20 15,465.08



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: January 11, 2021
SUBJECT: Agreement with Jubilee Homes

Julie Castellitto
Assistant Director

On behalf of the Department of Research, I am requesting the City to enter into an agreement with Jubilee Homes to provide training and supervision to youth hired for summer and to collaboratively run the Urban Delights Summer Program as a youth employment and service program under the broader youth employment initiatives of the City.

The Urban Delights Summer Program is designed to empower youth through job training, employment and community outreach that addresses the critical importance of good nutrition. The youth will gain the ability to grow food for their families and neighbors while learning sustainable environmental practices, youth development, community revitalization, and community engagement with the local food system.

The dates of this agreement are July 1, 2021 – June 30, 2022.

City funds, in an amount not to exceed \$18,000 will be used to train and supervise young people in nutrition, sustainable environmental practices, community revitalization and local food systems. Wages, program facilitation and supervision, and supplies such as gloves, bags, shirts, masks and hats are also included.

The total cost of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

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

6/18/21
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH ONONDAGA EARTH CORPS. TO PROVIDE
TRAINING, PROGRAMMING, AND SUPERVISION
TO YOUTH HIRED FOR THE SUMMER AND TO
COLLABORATIVELY RUN THE "PARKS CORPS"
AND "CLEAN STREETS CREW" PROGRAMS**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with Onondaga Earth Corps. to provide training, programming, and supervision to youth hired for the summer and to collaboratively run the "Parks Corps" and Programs; and

BE IT ORDAINED, that pursuant to this agreement, Onondaga Earth Corps. shall train and supervise young people in beautification techniques and environmental stewardship, first aid training, and transportation. Program facilitation and supervision, tools and supplies such as safety vests and gloves are provided by Onondaga Earth Corps.; and

BE IT FURTHER ORDAINED, that the term of this agreement shall be for a one year period from July 1, 2021 to June 30, 2022; and

BE IT FURTHER ORDAINED, that said agreement shall have a cost not to exceed \$20,000.00 to be charged to the Syracuse Opportunity Works Budget Account #01.14810.541500 or another appropriate account as designated by the Commissioner of Finance; 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.



20

Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with Onondaga Earth Corps (OEC) to provide training, programming and supervision to youth hired for summer and to collaboratively run the "Parks Corp" and "Clean Streets Crew" programs as a youth employment and service program under the broader youth employment initiatives of the City.

This program will be designed to empower youth through job training, employment and community outreach that addresses the critical need to beautify commercial corridors and City parks and engage community members in stewardship. Additionally, in parks, programming will be designed to get children physically active outdoors, to appreciate the natural resources in parks and help with parks maintenance. The dates of this agreement are July 1, 2021 – June 30, 2022.

City funds, in an amount not to exceed \$20,000 will be used to train and supervise young people in beautification techniques and environmental stewardship, first aid training and transportation. Program facilitation and supervision, tools and supplies such as safety vests gloves are provided by OEC

The total costs of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

Sincerely,

Janet L. Burke
Director

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

Office 315 448-8020
Fax 315 448-8008

www.syr.gov.net

Onondaga Earth Corps
2019 Summer Youth - Clean Streets - Parks Corps Budget

6100. Project Expenses	Items	Details	Unit	#of Units	City	OECC
6110. Tools Expense	Gloves	\$12 for two pairs of gloves	12	20		240
6130 Crewmember gear/PPE	T-shirts	\$8 x 4/person X 20, \$15/vest	47	20		940
6140 Project Materials	Trash bags, buckets					100
6150 Education Materials	Activity materials, supplies					100
6160 Meals/Refreshments	Meals for 3 day orientation	\$6/meal x 6 meals x 20	36	20		720
	Banquet/Park event	\$10/person x 40	10	40		400
6170 Prof Development	First Aid Training	\$70 per person	70	4		280
6100 Project Expense Total					0	2780

6700 Travel & Meetings						
6730 Fleet Rental	Transportation	Mini-van rental - 6 weeks of rental	396	6		2376
6740 Transportation fuel, toll, prking	Fuel, parking					200
6700 Travel & Meetings Total						2576

OECC Staff Supervision						
	OECC Staff Supervision		25.92	105		2722
	Crew Leader Training		31.68	32		1014
						3735

OECC Program Facilitation	recruiting, tools, supplies, program oversight					4000
----------------------------------	--	--	--	--	--	------


City Payroll	Team Leaders x 4	\$17/hr x 35 hours x 8 weeks	Rate	Hours	#s	
			17	280	4	19040
						0
						19040

City OECC Combined
Total 19040 13091 32131.36



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget 
DATE: June 7, 2021
SUBJECT: Agreement with Onondaga Earth Corps (OEC)

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Research, I am requesting the City to enter into an agreement with Onondaga Earth Corps (OEC) to provide training, programming and supervision to youth hired for summer and to collaboratively run the "Parks Corp" and "Clean Street Crew" programs as a youth employment and service program under the broader youth employment initiatives of the City.


This program will be designed to empower youth through job training, employment and community outreach that addresses the critical need to beautify commercial corridors and City parks and engage community members in stewardship. Additionally, in parks, programming will be designed to get children physically active outdoors, to appreciate the natural resources in parks and help with park maintenance. The dates of this agreement are July 1, 2021 – June 30, 2022.

City funds, in an amount not to exceed \$20,000 will be used to train and supervise young people in beautification techniques and environmental stewardship, first aid training, and transportation. Program facilitation and supervision, tools and supplies such as safety vests and gloves are provided by OEC.

The total cost of this agreement will be charged to budget account number Syracuse Opportunity Works 01.14810.541500.

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

6/8/21
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING CONTRACT
WITH BPAS ACTUARIAL AND PENSION
SERVICES, LLC RELATIVE TO PROVIDING
GASB 75 ACTUARIAL SERVICES**

BE IT ORDAINED, that Ordinance No. 692-2018 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 BPAS Actuarial and Pension Services, LLC, under the following terms:

(1) BPAS Actuarial and Pension Services, LLC shall provide all required GASB 75 actuarial services related to the City's required compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75 Actuarial Services) relating to employer accounting of non-pension post-retirement benefits;

(2) The contract period for these services shall be effective as of the date of execution and will cover services for four (4) fiscal years, Fiscal Year 2017/2018, Fiscal Year 2018/2019, Fiscal Year 2019/2020 and Fiscal Year 2020/2021, with an option for two (2) additional one (1) year renewal periods upon Mayoral and Common Council approval; this Agreement is hereby extended for the first one (1) year renewal period and shall be effective as of the date of execution and will cover services for Fiscal Year 2021/2022;

(3) The City shall pay to BPAS Actuarial and Pension Services, LLC an amount not to exceed \$58,600.00 for all services under this four-year agreement; the City shall pay to BPAS Actuarial and Pension Services, LLC an amount not to exceed \$23,800.00 for all services under the amended agreement for the first one (1) year renewal period; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account No. 599893.01.90000 – GASB 75 Actuarial Valuation.



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Director

June 2, 2021

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

RE: Legislation Amending Ordinance #692-2018 with BPAS Actuarial and Pension Services, LLC

Dear Clerk Copanas:

Please prepare legislation to be introduced at the next Common Council meeting amending Ordinance #692-2018, with BPAS Actuarial and Pension Services, LLC, authorizing the option of the first one year to renewal from July 1, 2021 to June 30, 2022.

Term of Contract: Four (4) fiscal years, commencing fiscal year 2017/2018 to fiscal year 2020/2021, with the option of two (2) additional one (1) year renewal periods.

BPAS Actuarial and Pension Services, LLC shall provide all required GASB 75 actuarial services related to the City's required compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75 Actuarial Services) relating to employer accounting of non-pension post-retirement benefits.

Expenditures will not exceed \$23,800 for all services under the agreement for the one fiscal year period, from July 1, 2021 to June 30, 2022.

The expenditures will be paid from Budget Account No. 599893.01.90000 – GASB 75 Actuarial Valuation.

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

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

Sincerely,

Donna D. Briscoe
Director of Personnel & Labor Relations

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

21
10




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: June 7, 2021
SUBJECT: Extension Agreement with BPAS Actuarial and Pension Services, LLC

The Office of Personnel and Labor Relations is requesting amending Ordinance #692-2018, with BPAS Actuarial and Pension Services, LLC; authorizing the option of the first one year renewal from July 1, 2021 to June 30, 2022.

Term of Contract: Four (4) fiscal years, commencing fiscal year 2017/2018 to fiscal year 2020/2021, with the option of two (2) additional one (1) year renewal periods.


BPAS Actuarial and Pension Services, LLC shall provide all required GASB 75 actuarial services related to the City's required compliance with Governmental Accounting Standards Board Statement No. 75 (GASB 75 Actuarial Services) relating to employer account of non-pension post-retirement benefits.

Expenditures will not exceed \$23,800 for all services under the agreement for the one fiscal year period, from July 1, 2021 to June 30, 2022.

The expenditures will be paid from Budget Account No. 599893.01.90000 – GASB 75 Actuarial Valuation.

If you agree to extend the agreement, please indicate so by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

6/8/21
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE
NO. 678-2017 AUTHORIZING CONTRACT WITH
HELPEOPLE RELATIVE TO PROVIDING
PROFESSIONAL SERVICES**

BE IT ORDAINED, that Ordinance No. 678-2017 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 HelpPeople to conduct the City's Employee Assistance Program, under the following terms:

(1) HelpPeople shall provide counseling and consultation services for City employees including: supervisor training seminars, wellness workshops, Critical Incident Management sessions, diversity training and quarterly educational materials as well as providing substance abuse professional services throughout the term of the agreement;

(2) This agreement shall be managed by the City's Office of Personnel and Labor Relations for a three-year period beginning October 1, 2017 through September 30, 2020 with the option for two (2) one (1) year renewal periods upon approval by the Mayor and Common Council; the Agreement is hereby renewed for the first one (1) year renewal period commencing October 1, 2020 through September 30, 2021 with one remaining one (1) year renewal option subject to the approval of the Mayor and the Common Council;

(3) The City shall pay to HelpPeople an amount not to exceed \$40,000.00 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 #590701.01.90700.

* _____ = new material



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

Donna D. Briscoe
Director

June 2, 2021

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

RE: Legislation Amending Ordinance #678-2017 with HelpPeople

Dear Clerk Copanas:

Please prepare legislation to be introduced at the next Common Council meeting amending Ordinance #678-2017, with HelpPeople, authorizing the option of the first one year renewal from October 1, 2020 to September 30, 2021.

Term of Contract: Three (3) year contract, commencing on October 1, 2017 to September 30, 2020, with the option of two (2) additional one (1) year renewal periods.

HelpPeople, a local company, has provided the Employee Assistance Program (EAP) to all City employees for thirty-one years and have proven that they can satisfy the most important requirements for a successful EAP; those being: a) employees know the program is available to them; b) they have established confidentiality and trust between the employees and the provider; and c) their customer service has been excellent.

In addition to counseling and consultation services, HelpPeople provides the City of Syracuse's employees with supervisor training seminars, wellness workshops, Critical Incident Management sessions, diversity training and quarterly education materials, as well as provides Substance Abuse Professional Services. HelpPeople counselors are also trained as Substance Abuse Professionals and have been required to participate in twelve (12) hours of educational instruction and pass a national certifying exam.

Expenditures will not exceed \$40,000 for the one year period, from October 1, 2020 to September 30, 2021, for all services under the agreement.

The expenditures for this proposed one year period will be paid from Budget Account No. 590701.01.90700.

Sincerely,

Donna D. Briscoe
Director of Personnel & Labor Relations

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

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



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: June 7, 2021
SUBJECT: Extension Agreement with HelpPeople

The Office of Personnel and Labor Relations is requesting to amend Ordinance #678-2017, with HelpPeople, authorizing the option of the first one year renewal from October 1, 2020 to September 30, 2021.

Term of Contract: Three (3) year contract, commencing on October 1, 2017 to September 30, 2020, with the option of two (2) additional one (1) year renewal periods.

HelpPeople, a local company, has provided the Employee Assistance Program (EAP) to all City employees for thirty-one years and have proven that they can satisfy the most important requirements for a successful EAP; those being a) employees know the program is available to them; b) they have established confidentiality and trust between the employees and the provider and c) their customer service has been excellent.

In addition to counseling and consultation services, HelpPeople will provide the City of Syracuse's employees with supervisor training seminars, wellness workshops, Critical Incident Management sessions, and quarterly educational materials as well as providing Substance Abuse Professional Services. HelpPeople counselors are trained as Substance Abuse Professionals and have been required to participate in twelve (12) hours of educational instruction and pass a national certifying exam.

Expenditures will not exceed \$40,000 for the one year period, from October 1, 2020 to September 30, 2021, for all services under the agreement.

The expenditures for this proposed one year period will be paid from Budget Account #590701.01.90700.

If you agree to extend the agreement, please indicate so by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

Mayor Ben Walsh
City of Syracuse, New York

6/8/21
Date

Ordinance No.

2021

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

BE IT ORDAINED, that Ordinance No. 675-2019 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 City of Syracuse, Onondaga County, and Oswego County issued a joint Request for Proposal for a vendor to administer their pharmacy benefits programs and the Mayor has approved the retention of ProAct, Inc., under the following terms:

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

(2) This agreement shall be for a term of one (1) year effective January 1, 2020 with the option of two (2) additional one (1) year renewal periods subject to the approval of the Mayor and the Common Council; this agreement is hereby extended for the first one year renewal period effective January 1, 2021;

(3) The City shall pay to ProAct, Inc. based on submitted claims with annual costs estimated not to exceed \$7,500,000 for the first year of the agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Account No. 590601.01.90600 – Hospital, Medical, Surgical Insurance.



OFFICE OF PERSONNEL & LABOR RELATIONS

CITY OF SYRACUSE, MAYOR BEN WALSH

23

Donna D. Briscoe
Director

June 2, 2021

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

RE: Legislation Amending Ordinance #675-2019 with PROACT, INC.

Dear Clerk Copanas:

Please prepare legislation to be introduced at the next Common Council meeting to amend Ordinance #675-2019, with PROACT, Inc. authorizing the option of the first one year renewal from January 1, 2021 to December 31, 2021.

Term of Contract: One (1) year contract, effective January 1, 2020 to December 31, 2020, with the option of two (2) additional one (1) year renewal periods.

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

Total estimated annual costs not to exceed \$7,500,000.

The expenditures for this one year period would be paid from Budget Account No. 590601.01.90600.

Sincerely,

Donna D. Briscoe
Director of Personnel & Labor Relations

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

Office 315 448-8780
Fax 315 448-8761

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

6



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 7, 2021
SUBJECT: Amend Agreement- Pharmacy Benefits Management Services

On behalf of the Office of Personnel & Labor Relations, is requesting to amend Ordinance #675-2019, with PROACT, Inc., authorizing the option of the first one year renewal from January 1, 2021 to December 31, 2021.

Term of Contract: One (1) year contract, effective January 1, 2021 to December 31, 2020, with the option of two (2) additional one (1) year renewal periods.

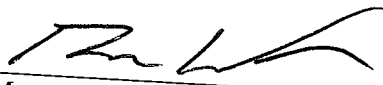
PROACT, Inc. shall provide all required pharmacy benefits management services through the term of the agreement for all covered active City employees and for City retirees under the age of sixty-five (65).

Total estimated annual costs not to exceed \$7,500,000.

The expenditures for this one year period would be paid from Budget Account No. 590601.01.90600.

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

Thank you for your attention regarding this matter.



Mayor Ben Walsh
City of Syracuse, New York

6/8/21
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

PROACT INC. SERVICE AGREEMENT
With
CITY OF SYRACUSE

ProAct Inc.
6333 Route 298
East Syracuse, New York 13057
(315) 413-7780

SERVICE AGREEMENT

Table of Contents

PROACT INC. SERVICE AGREEMENT	3
ARTICLE 1	3
DEFINITIONS	3
ARTICLE 2	6
PROACT SERVICES	6
ARTICLE 3	11
IMPLEMENTATION	11
ARTICLE 4	11
DUTIES TO BE PERFORMED BY PLAN SPONSOR	11
ARTICLE 5	12
PAYMENTS DUE PROACT	12
ARTICLE 6	13
RECORDS	13
ARTICLE 7	15
REBATE ADMINISTRATION	15
ARTICLE 8	16
INDEMNIFICATION	16
ARTICLE 9	16
DISPUTE RESOLUTION PROCEDURE	16
ARTICLE 10	17
CONFIDENTIALITY	17
ARTICLE 11	18
EXCLUSIVITY	18
ARTICLE 12	18
TERM AND TERMINATION	18
ARTICLE 13	19
GENERAL PROVISIONS	19
EXHIBIT A	26
EXHIBIT B	28
BUSINESS ASSOCIATE CONTRACT	28
Exhibit C - Performance Guarantees	38

PROACT INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this first day of January, 2020, between PROACT INC., a New York corporation with offices located at 6333 Route 298, East Syracuse, New York 13057 (hereinafter referred to as "ProAct"), and City of Syracuse, New York, with offices located 233 E. Washington Street, Syracuse, New York 13202 (hereinafter referred to as "Plan Sponsor").

WHEREAS, Plan Sponsor is a municipality organized under the laws of the State of New York and desires to offer a pharmacy prescription drug benefit plan providing for the dispensing of prescription drugs and other covered products to Plan Participants; and

WHEREAS, Plan Sponsor desires to hereby engage ProAct to perform services relating to prescription drug claim processing, eligibility verification, mail service pharmacy and preparation of drug management and utilization reports required by Plan Sponsor; and

WHEREAS, ProAct is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Plan Sponsor and ProAct hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Average Wholesale Price

The term "Average Wholesale Price" shall mean the average wholesale price of a prescription drug or medication dispensed as set forth in the current price list updated no less than weekly by Medi-Span, including its supplements. The applicable Average Wholesale Price ("AWP") for prescriptions dispensed at retail and mail services pharmacies shall be based on the 11-digit NDC code for the actual package size from which the prescription is dispensed. In the event of any material change in the method used to determine AWP by Medi-Span, or should Medi-Span not continue to publish AWP pricing, the parties agree to modify the pricing hereunder to maintain the parties' respective economic position under this Agreement as of the Effective Date such that the aggregate net price of a product is the same as before such change or discontinuance occurred.

- 1.2 **Benefit Plan**
The term "Benefit Plan" shall mean Plan Sponsor's plan document covering prescription drug benefits, including Claims processing parameters and other information specifying healthcare coverage for Plan Participants, as those parameters currently exist or may be amended in the future. Plan Sponsor will provide ProAct with certain information relating to such Benefit Plans ("Benefit Plan Information"), as required in Section 4.2.
- 1.3 **Brand Drug**
The term "Brand Drug" means a prescription drug that is classified at the point of sale as "M", "N", or "O" under the Medi-Span multisource code.
- 1.4 **Claims**
The term "Claims" shall mean those prescription drug claims processed through ProAct's on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with a Benefit Plan.
- 1.5 **Copayment**
The term "Copayment" shall mean such amounts as are required to be paid to Participating Pharmacies by Plan Participants according to the Benefit Plan Information provided by Plan Sponsor, which may be a deductible, a percentage of the prescription price or a fixed charge.
- 1.6 **Dispensing Fee**
The term "Dispensing Fee" shall mean the actual amount that ProAct is contractually obligated to pay to a Participating Pharmacy for filling a single prescription.
- 1.7 **Effective Date**
The term "Effective Date" shall mean the date upon which this Agreement shall be effective. The Effective Date is the first day of January, 2020.
- 1.8 [Intentionally Omitted.]
- 1.9 **Formulary**
The term "Formulary" shall mean the list of prescription drugs and medications identified by ProAct for routine use and which will be dispensed through Participating Pharmacies to Plan Participants.
- 1.10 **Generic Drug**
The term "Generic Drug" means a prescription drug that is classified at the point of sale as "Y" under the Medi-Span multisource code.

- 1.11 HIPAA
The term "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.
- 1.12 Identification Cards
The term "Identification Cards" ("ID Cards") shall mean printed identification cards containing specific information about the prescription drug benefits to which the Plan Participants are entitled. All ID Cards shall have the applicable ProAct pharmacy network logo or other method of identifying the fact that ProAct is the provider of the prescription drug benefit in a form acceptable to ProAct.
- 1.13 Implementation Date
The term "Implementation Date" shall mean the date upon which ProAct completes the input of Plan Sponsor's Plan Participants List, unless such date is extended because Plan Sponsor's data required conversion or is in a format that is unacceptable to ProAct, pursuant to Section 3.2.
- 1.14 Maximum Allowable Cost or MAC
The term "Maximum Allowable Cost" or "MAC" shall mean the unit price that has been established by ProAct as the maximum amount payable to a Participating Pharmacy for a multi-source drug (i.e., a drug with more than two sources) included on the MAC drug list, which list may be amended from time to time by ProAct in maintaining its generic pricing program. ProAct shall charge claims to Plan Sponsor using the lowest cost MAC list offered by ProAct to any customers. Plan Sponsor acknowledges that the MAC list applicable to Plan Sponsor is not the same as the MAC published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or "HCFA MAC").
- 1.15 Participating Pharmacies
The term "Participating Pharmacies" shall mean those organizations which contract with ProAct to provide Pharmacy Drug Services for Plan Participants and shall include, but shall not be limited to, walk-ins, mail order, specialty injectible and e-commerce vendors.
- 1.16 Pharmaceutical Manufacturer
The term "Pharmaceutical Manufacturer" shall mean a pharmaceutical company which has entered into an agreement with ProAct to offer discounts for pharmaceutical products.
- 1.17 Pharmacy Network
The "Pharmacy Network" consists of a retail pharmacy network, established and maintained by ProAct, to provide covered prescription drugs and other products.
- 1.18 Pharmacy Network Management
The term "Pharmacy Network Management" shall mean ProAct's responsibility for contract reimbursement negotiations as well as provider relations with Participating Pharmacies. Reimbursement negotiations shall include: i) payment terms; ii) method of payment; iii) timeliness of payment; and iv) access fees, as well as any other issues related

to payment to Participating Pharmacies. Provider relations shall include: i) store information updates; ii) credentialing; iii) contract compliance; and iv) Plan Participant service issues, as well as any other issues related to the relationship with Participating Pharmacies.

1.19 Plan Participants

The term "Plan Participants" shall mean those individuals who are entitled to Prescription Drug Services under the Plan as identified by Plan Sponsor as set forth in Plan Sponsor's eligibility file prepared and maintained by Plan Sponsor and delivered to ProAct.

1.20 Plan Participants List

The term "Plan Participants List" shall have the meaning set forth in Section 3.2.

1.21 Prescription Drug Services

The term "Prescription Drug Services" shall mean all claims processing, reporting, rebate administration, pharmacy network management and other pharmacy benefit management services to be provided by ProAct pursuant to ProAct's Aug. 2, 2019 proposal to Plan Sponsor, which is incorporated by reference into this Agreement.

1.22 Protected Health Information or PHI

The terms "Protected Health Information" or "PHI" shall have the meaning given such terms by HIPAA but limited to that information created or received by ProAct in its capacity as a business associate to the Benefit Plan.

1.23 Rebates

The term "Rebates" shall mean all Pharmaceutical Manufacturer revenue, including, but not limited to formulary base and market share rebates, manufacturer fees and price protection payments, that are collected by ProAct in its capacity as a group purchasing organization for the Benefit Plan from various pharmaceutical companies that are attributable to the utilization of prescription drugs by Plan Participants.

ARTICLE 2 PROACT SERVICES

The entire Agreement shall consist of this Service Agreement and the following Exhibits, all incorporated herein and made a part of this Agreement:

- Exhibit A: Performance Guarantees and Administrative Fee Schedule
 - Exhibit B: Business Associates Agreement
 - Exhibit C: Claims Processing and Custom Service Performance Guarantees
 - Exhibit D: Request for Proposals dated July 3, 2019
 - Exhibit E: ProAct Proposal dated Aug. 2, 2019, as modified by best and final offers by email dated Sept 23, 2019 and Oct. 10, 2019
 - Exhibit F: Conflict of Interest Affidavit
- References to "Agreement" shall mean the entire Agreement. In the event of an inconsistency between the Service Agreement (together with Exhibits A, B and C) and the Request for

Proposals and Proposal, the Service Agreement shall control over the Request for Proposals and Proposal.

In addition to the representations and services set forth in the Agreement, ProAct shall perform the following services:

- 2.1 Claims Processing Services. ProAct shall provide Claims processing services related to Claims for prescriptions dispensed on or after the Effective Date of this Agreement. ProAct shall process Claims received from Participating Pharmacies and Plan Participants, determine whether such Claims qualify for reimbursement in accordance with the terms of the applicable Benefit Plan and determine the applicable payment. ProAct agrees to process Claims within National Council for Prescription Drug Programs (NCPDP) prevailing standards. ProAct shall process Claims within the time frames established by applicable state and federal law. Upon termination of this Agreement, ProAct shall be obligated to process only those Claims which are for prescriptions dispensed before the termination date and which are received by ProAct within ninety (90) days of the termination date. Any Claims submitted and processed after the termination date will be invoiced at the rates set forth for such Claims in Exhibit A.

ProAct shall arrange for the following services to be provided upon receipt of a Claim:

- (a) Verify that the patient for which the prescription has been claimed is a Plan Participant and is entitled to Prescription Drug Services.
 - (b) If applicable, verify that the prescriber is an authorized prescriber under the Benefit Plan.
 - (c) Verify that the medication dispensed is a drug covered by the Benefit Plan.
- 2.2 Collection of Copayment by Participating Pharmacies. Prior to providing to a Plan Participant any Prescription Drug Services to which such Plan Participant is or may be entitled under a Benefit Plan, Participating Pharmacies shall be required to collect from Plan Participant the amount of any applicable Copayment. Participating Pharmacies shall not recover from Plan Participants any unpaid balances due Participating Pharmacies from ProAct or Plan Sponsor.
- 2.3 Mail Order Delivery Pharmacy. ProAct shall provide mail order home delivery services through ProAct Pharmacy Services as follows:
- (a) Dispense new or refill prescriptions following receipt from a Plan Participant of a prescription and a completed order or refill order form and any applicable Copayment;
 - (b) Fill prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards and product labeling guidelines; and

(c) Ship all filled prescriptions to Plan Participants via United States postal service or other appropriate carriers to the address provided by the Plan Participant.

2.4 Direct Plan Participant Reimbursement. To the extent authorized by the Benefit Plan, ProAct or Plan Sponsor shall provide Plan Participants with a ProAct (and Plan Sponsor approved) Claim form for use for reimbursement for Prescription Drug Services provided by a Participating or non-Participating Pharmacy. When such a Claim is submitted on the approved form, ProAct shall process the Claim according to the Benefit Plan and in the amount approved by Plan Sponsor for payment.

2.5 Claim Submission. Plan Sponsor acknowledges that ProAct shall require the Participating Pharmacies to send to ProAct, at the expense of the Participating Pharmacies, Claims via on-line point-of-sale terminals ("POS"), and/or on the Universal Claim Forms ("UCF"), and/or magnetic tapes or diskettes containing Claims information. Incorrect Claims will be denied. The Claim forms shall be sent to:

ProAct Inc.
1230 Route 11
Gouverneur, New York 13642
Attention: Helpdesk

or at such other address designated by ProAct upon written notice.

2.6 Transparent Pass-Through Pricing. ProAct shall charge Plan Sponsor the actual amount that ProAct is contractually obligated to pay a Participating Retail Pharmacy for the ingredient cost and Dispensing Fee for each drug dispensed by such pharmacy. The ingredient cost charged to Plan Sponsor for each prescription drug will be the lowest of (a) the amount payable for the 11-digit NDC code for the prescription drug dispensed by the Participating Retail Pharmacy as determined under the contract between ProAct and the Participating Retail Pharmacy, (b) the MAC price for any prescription drugs that are on ProAct Retail MAC list in effect on the dispensing date, or (c) the Participating Pharmacy's Usual and Customary price. The Dispensing Fee charged to Plan Sponsor will be the actual Dispensing Fee that ProAct is contractually obligated to pay the Participating Retail Pharmacy.

2.7 Performance Guarantees. ProAct is responsible for meeting the Performance Guarantees set forth in Exhibits A and C. For the purpose of performance guarantees for AWP discounts, rebates and dispensing fees, each will be calculated in aggregate but reconciled independent of the other. An overage in one of the three categories may not offset a shortfall in one of the other. These guarantees will be reconciled annually for each contract year. All other performance guarantees under this Agreement are calculated separately.

2.8 Pharmacy Network Administration. ProAct shall contract with Participating Pharmacies at various reimbursement rates throughout the term of the Agreement, and shall charge

Plan Sponsor for the exact amount that ProAct reimburses to Participating Pharmacies. ProAct is responsible for maintaining the Pharmacy Network. ProAct will provide the Plan Sponsor, upon request, with a list of Participating Pharmacies, as updated from time to time. ProAct will require each Participating Pharmacy to have all required licenses and to maintain general and professional liability insurance coverage.

- 2.9 Therapeutic Alternative Program. Generic substitutions may be conducted through ProAct's mail order delivery service pharmacies and Participating Pharmacies under a program that substitutes brand name drugs with generic equivalents or therapeutic alternatives, where available and clinically appropriate, unless (i) the prescriber requires the prescription to be dispensed as written and does not authorize generic substitution; or (ii) the Plan Participant has notified the dispensing pharmacy to dispense the brand name drug only. All such Therapeutic Alternative Programs shall be operated to achieve lower net pharmacy benefit costs for the Plan Sponsor.
- 2.10 Payments to Participating Pharmacies. ProAct shall pay to the Participating Pharmacies, on behalf of Plan Sponsor, such reimbursement as provided under this contract for dispensing of prescriptions to Plan Participants no later than fourteen (14) business days from confirmation of receipt of funds from Plan Sponsor for this purpose.
- 2.11 Transaction Charges. Participating Pharmacies shall be responsible for any applicable transaction charges associated with the submission of Claims to network administrator. Such charges are to be deducted by network administrator from the reimbursements to such Participating Pharmacies. Reimbursement checks to Participating Pharmacies using POS, Pharmacy Computer Systems and UCF for Claims processing will be paid in the net amount of the Claim after deduction by network administrator of all applicable transaction charges.
- 2.12 Customer Service for Pharmacy and Plan Participant Inquiries. ProAct shall be responsible for responding to inquiries from Participating Pharmacies and Plan Participants regarding the services provided by ProAct under this Agreement through a ProAct toll-free phone line. Services to be provided by ProAct include providing answers to questions on eligibility, Benefit Plan guidelines, deductibles, Copay levels, maximum benefit status, instructions on completing a direct Plan Participant reimbursement claim form and status of direct Plan Participant reimbursement claims.
- 2.13 Hours of Service. ProAct's 800 Help Line shall be available to Plan Sponsors, Participating Pharmacies and Plan Participants 24 hours a day. These hours do not include national holidays and may be changed at any time with consent of Plan Sponsor, which consent will not be unreasonably withheld. Such consent shall not be necessary if the change in Help Line hours is temporary or due to an emergency situation. ProAct shall notify Plan Sponsor and the Participating Pharmacies prior to any changes to the schedule of business hours.
- 2.14 Pharmacy Audits. ProAct shall maintain criteria, which it may amend from time to time, to establish when and how a Participating Pharmacy shall be audited to determine

compliance with its contract with ProAct. The audit may be conducted by ProAct's internal auditors or its outside auditors or by ProAct's review of electronically transmitted Claims. On-site pharmacy audits shall be conducted on a contingency basis. ProAct shall collect any overpayments to Participating Pharmacies consistent with prudent business practices and shall enforce its rights under its contracts with Participating Pharmacies to apply offsets and recover erroneous payments. Any recovery of overpayments shall be promptly credited to Plan Sponsor.

- 2.15 Core Reports. ProAct shall prepare and deliver to Plan Sponsor core claims reports no later than thirty (30) days from the close of each quarter. Additional or customized reports shall incur costs to Plan Sponsor as described in Exhibit A.
- 2.16 Eligibility and Benefit Plan Changes. ProAct shall load Plan Participant data into the ProAct system no later than two (2) business days from receipt of such data. ProAct shall have thirty (30) days to implement any changes in any coverage criteria used by Plan Sponsor that require customized edits. The charges, as determined by agreement between ProAct and Plan Sponsor, for the necessary custom programming to implement any such customized edit will be borne by Plan Sponsor unless otherwise agreed by the parties. Plan Sponsor shall be bound by the change date requirements as described in Section 4.2 of this Agreement.
- 2.17 Plan Participant Services. It is the responsibility of ProAct for Plan Participants to be able to view their personal drug history on-line for retail and mail order medications, expenditures and Copayments.
- 2.18 Government Agency Submitted Claims. Plan Sponsor acknowledges that government agencies may seek eligibility or similar data from ProAct regarding Plan Participants. Additionally, government agencies, or their agents, may submit to ProAct claims for reimbursement for prescription drug benefits provided by such government agencies to Plan Participants ("Government Claims"). Plan Sponsor authorizes ProAct to provide such data as requested by government agencies or their agents and further authorizes ProAct to process such Government Claims on behalf of Plan Sponsor. Plan Sponsor shall reimburse ProAct for all amounts advanced by ProAct for payment of valid Government Claims attributable to Plan Participants. Plan Sponsor acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Plan Sponsor shall also reimburse ProAct for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. ProAct reserves the right to (i) terminate these services upon ninety (90) days' prior written notice to Plan Sponsor; or (ii) delegate these services to a third party claims processor.
- 2.19 Non-Standard or Excessive Services or Materials. In the event Plan Sponsor requests non-standard Identification Cards, services, forms, materials or documents, or standard

services, forms, materials or documents in an amount which ProAct determines to be unreasonable or excessive, Plan Sponsor shall be charged for such additional services as provided based on the fee structure described in Exhibit A. ProAct shall advise Plan Sponsor in advance in writing if any requested non-standard services will incur such charges and shall obtain written authorization from Plan Sponsor before incurring any charges for non-standard services.

- 2.20 Additional Services. In the event that Plan Sponsor requests ProAct to provide services other than those described herein, including special research projects, special reports, consultative services (e.g., HIPAA compliance consultation), ProAct system changes to accommodate changes in Plan Sponsor's Benefit Plan or system, or other tasks to be specifically performed for or on behalf of Plan Sponsor, Plan Sponsor shall pay to ProAct an additional charge to be mutually agreed upon by the parties in writing before the services are provided.

ARTICLE 3 IMPLEMENTATION

- 3.1 Implementation Services. ProAct shall provide standard implementation services to Plan Sponsor at no additional charge. In consultation with Plan Sponsor, ProAct shall develop a mutually agreeable implementation plan prior to the Effective Date.
- 3.2 Plan Participant Lists. Plan Sponsor shall provide to ProAct (i) a full file list of Plan Participants (including eligible dependents) as described in Section 4.1 hereof at least fourteen (14) days prior to the Implementation Date in a format acceptable to ProAct; (ii) the governing Benefit Plan, including a summary plan description; and (iii) such other information required by Section 4.2 hereof describing the Plan Sponsor's Benefit Plan to be used by ProAct to provide Prescription Drug Services under the terms of this Agreement.

ARTICLE 4 DUTIES TO BE PERFORMED BY PLAN SPONSOR

- 4.1 Eligibility Data. Plan Sponsor shall provide to ProAct all information concerning the Prescription Benefit Plan and Plan Participants reasonably necessary for ProAct to perform the Prescription Drug Services, including all updates thereto, on a daily basis and at least fourteen (14) days prior to the Implementation Date. Plan Sponsor shall be responsible for ensuring the accuracy of the Eligible Member List and Plan Sponsor shall be obligated to pay ProAct for Claims accepted by ProAct that are submitted by or on behalf of persons listed on the Plan Participants List in effect at the time the Claim is processed. Plan Sponsor shall bear the entire risk of all fraudulent Claims submitted by Plan Participants or by unauthorized persons using a Plan Participant's ID Card or identification number. The Plan Participant List shall contain the following minimum information:

- Plan Participant's identification number;
- Plan Participant's full name (last, first, and middle initial);

- Plan Participant's date of birth;
- Plan Participant's address;
- the names of dependents;
- the dates of birth for dependents;
- the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan becomes effective;
- the date the Plan Participant's participation in Prescription Drug Services under the Benefit Plan is terminated;
- the Benefit Plan group number

Plan Sponsor agrees to reimburse ProAct for any costs related to Plan Sponsor's failure to provide accurate and timely data described in this Section 4.1.

- 4.2 Benefit Plan Information. Prior to the Effective Date hereof, Plan Sponsor will deliver to ProAct detailed Benefit Plan Information. Such information shall contain all of the elements reasonably required by ProAct so that ProAct may verify and price the Claims submitted by Participating Pharmacies, and to prepare the various reports as described in this Agreement. In addition, Plan Sponsor shall provide any Benefit Plan Information changes to ProAct immediately, preferably thirty (30) days prior to the date such changes shall become effective (the "Change Date"), except that changes to Benefit Plan Information that are to be effective on January 1 of any given year must be provided to ProAct at least ninety (90) days prior to January 1. Failure to provide Benefit Plan Information changes within the time frames described in this Section 4.2 may result in postponement of the proposed Change Date. Plan Sponsor shall also provide to ProAct copies of and any subsequent changes to the applicable plan document, certificate of insurance or summary plan description documentation containing Benefit Plan Information related to the Prescription Drug Services administered by ProAct under this Agreement.

- 4.3 [Intentionally Omitted.]

- 4.4 Plan Participant Copayments. ProAct may, but shall not be obligated to, dispense a prescription even if the prescription is not accompanied by the applicable Copayment. ProAct will credit any amount submitted by Plan Participant in excess of the Plan Participant's Copayment.

ARTICLE 5 PAYMENTS DUE PROACT

- 5.1 Invoicing. All Fees owed to ProAct for services provided under this Agreement are set forth in Exhibit A. ProAct shall invoice Plan Sponsor for claims on a bi-weekly basis. Plan Sponsor shall remit to ProAct via overnight mail or electronic funds transfer the full amount reflected on such invoices within ten (10) business days to the bank account designated by ProAct. Should said amount not be remitted via overnight mail or electronic funds transfer within ten (10) business days, Plan Sponsor shall be subject to interest charged on all overdue amounts at an amount equal to one and one-half percent (1.0%) per month, to accrue on a daily basis. If Plan Sponsor questions the amount of the Statement,

Plan Sponsor may notify ProAct of its questions regarding said amount but shall remain obligated to send via overnight mail the full amount of the invoice. If ProAct receives such a notice, ProAct shall use commercially reasonable efforts to respond to such questions within five (5) business days.

- 5.2 Suspension of Services. In the event amounts due ProAct under Section 5.1 are more than five business (5) days' past due and payment has not yet been sent via overnight mail to a ProAct designated bank account, then ProAct may give notice to Plan Sponsor of ProAct's intent to suspend its services and system operations. At any time thereafter, ProAct may terminate this Agreement as provided in Article 12 of this Agreement. Plan Sponsor shall be responsible for all costs of collection and agrees to reimburse ProAct for such costs and expenses, including reasonable attorneys' fees.
- 5.3 Deposit. In the event Plan Sponsor fails to remit its full payment within ten (10) business days of its receipt of ProAct's invoice three (3) or more times during any twelve (12) month period, ProAct shall have the option, in its sole discretion, to collect from Plan Sponsor a deposit in an amount equal to the average invoice amount over the previous six (6) months, or, if there is a less than six (6) months' billing history, then such deposit shall be equal to the average invoice amount over the actual billing history. ProAct shall retain the deposit until the termination of this Agreement, at which time such deposit shall be returned, without interest, less any offsets for payment defaults and collection costs (in accordance with Section 5.5 below).
- 5.4 Sales and Use Taxes. The parties hereby agree that the payment of any and all state and local sales and use taxes attributable to any Prescription Drug Services delivered pursuant to this Agreement shall be the sole and exclusive obligation of the responsible party. The parties also agree that the Plan Sponsor is exempt by law from NYS sales and compensating use taxes as a municipal corporation.
- 5.5 Offsets. In the event of any uncured payment default, Plan Sponsor hereby authorizes ProAct to offset the amount of such payment defaults and collection costs against any amounts otherwise payable to Plan Sponsor (including any Rebate amounts as provided in Article 7) or Plan Sponsor's deposit (as described in Section 5.3 above).

ARTICLE 6 RECORDS

- 6.1 Maintenance of Records. ProAct shall maintain for ten (10) years, in the original form or other media, the Claims received from the Pharmacy Network and adequate records to establish payment to the Pharmacy Network. Upon prior written notification to ProAct, Plan Sponsor shall have access to such records during normal business hours.
- 6.2 Use of Information. ProAct and Plan Sponsor may use, reproduce, or adapt information obtained in connection with this Agreement, including Claims data information and eligibility information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to

the extent required by applicable Law, including the provisions of HIPAA, and may not use the information in any way prohibited by Law. Each party shall be solely responsible for its own use of the information and shall indemnify and hold the other party harmless for, from and against any and all costs, losses and damages incurred by such other party as a result of such use.

6.3 Ownership of Information. Without limiting the generality of Section 6.2, and subject to the restrictions set forth therein:

- a. Claims data information shall be the property of Plan Sponsor, including data provided by the Plan Sponsor and data submitted with or used in the adjudication of claims for Plan Participants.
- b. Plan Sponsor agrees that the aggregate, de-identified compilations of information contained in any and all databases developed by ProAct or its designees, and any prior and future versions thereof, are the property of ProAct and protected by copyright which shall be owned by ProAct.
- c. ProAct, its agents, employees, and contractors shall have the right to use, reproduce, and adapt all information obtained in connection with this Agreement, to render services to ProAct's clients and to develop new products and services which may be outside the scope of this Agreement provided that no information is disclosed to a third party that identifies or could be used to identify Plan Sponsor or Plan Participants. Any work, compilation, processes, or inventions developed by ProAct or its agents, employees, or contractors pursuant to this Section 6.3 shall be owned by ProAct and deemed its confidential information.

6.4 Right to Audit Claims and Business Records. Subject to rights and obligations under NYS General Municipal Law Section 92-a, Plan Sponsor may inspect and audit once annually ProAct's business records that directly relate to billings made to Plan Sponsor for Claims. ProAct may inspect and audit, or cause to be inspected and audited, once annually the books and records of Plan Sponsor directly relating to this Agreement, including the existence and number of Plan Participants. Plan Sponsor and ProAct shall fully cooperate with representatives of each other and with representatives of any regulatory or accreditation agency in the conduct of any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following fifteen (15) days' written notice, without undue interference to the audited party's business activity, and in accordance with reasonable audit practices. An audit of ProAct's records shall be conducted at ProAct's office where such records are located and shall be limited to transactions over the twenty-four (24) month period preceding such audit. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice. Upon a final and conclusive determination of a discrepancy revealed by an

audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings, subject to the rights of any party to litigate such findings. Nothing herein shall limit the rights of Plan Sponsor to perform additional audits, at its own expense, where there is credible evidence of fraud or misappropriation of funds.

ARTICLE 7 REBATE ADMINISTRATION

- 7.1 Appointment of ProAct as Representative. Plan Sponsor appoints ProAct as its exclusive representative for the purpose of negotiating and arranging for Rebates on the purchase of prescription drugs from Pharmaceutical Manufacturers. ProAct agrees that it will comply with all applicable state and federal laws and regulations regarding the administration of Rebates on the purchase of prescription drugs. Plan Sponsor represents that it does not have any existing direct rebate and/or chargeback agreements with any Pharmaceutical Manufacturer and also agrees that during the term of this Agreement Plan Sponsor will not negotiate or arrange for rebates on the purchase of Prescription Drug Services from any Pharmaceutical Manufacturer. In the event Plan Sponsor negotiates directly with a Pharmaceutical Manufacturer for rebates on the purchase of prescription drugs, ProAct may immediately terminate Plan Sponsor's participation in ProAct's Rebate program. The appointment and rebates hereunder shall not include prescription drugs purchased by the Plan Sponsor for correctional facilities, Workers Compensation programs, or for claims asserted by the Plan Sponsor in opioid litigation and generic wholesale price litigation.
- 7.2 Participation in Program. Plan Sponsor shall be eligible to receive rebates from certain Pharmaceutical Manufacturers for prescription drugs dispensed to Plan Participants who are covered by Benefit Plans which meet the following criteria:
- Develop, publish and distribute a drug formulary or other drug product selection guide consistent with ProAct's recommended drug Formulary and preferred product list, including all subsequent revisions;
 - Provide feedback to Plan Sponsor to ensure compliance with Plan Sponsor's drug formulary via established communication mechanisms (e.g., retrospective drug utilization review/evaluation programs, provider newsletters, contract compliance programs); and
 - Meet the eligibility criteria of each of the respective Pharmaceutical Manufacturers for plan applicable agreements.
- 7.3 Rebate Disclosure. Plan Sponsor agrees that it will fully comply with applicable law. In providing services under this Agreement, ProAct will act in a limited fiduciary capacity solely for the purposes of claim adjudication and appeals of Plan Sponsor's prescription drug program.

- 7.4 Eligible Rebate Data. Claims which have been submitted to: (i) Medicaid; (ii) Medicare; or (iii) any other state or federal health care program which receives rebates, discounts, chargebacks or other forms of price reduction directly from Pharmaceutical Manufacturers shall not be eligible to participate in ProAct's Rebate program. Plan Sponsor shall clearly identify to ProAct those Plan Participants whose drug utilization has been otherwise submitted to Pharmaceutical Manufacturers or whose claims have been or will be filed for reimbursement with Medicaid, Medicare, or any state or federal health care program as described above. If Plan Sponsor fails to identify such members or claims and any Pharmaceutical Manufacturer's audit of ProAct's Rebate program reveals improperly calculated rebates involving such members or Claims, then Plan shall be solely responsible for the reimbursement of any Rebates improperly made and the cost of the audit services.

ARTICLE 8 INDEMNIFICATION

- 8.1 [Intentionally Omitted.]
- 8.2 [Intentionally Omitted.]
- 8.3 Limitation of Liability. ProAct relies on Medi-Span or First Data Bank or other industry comparable databases in providing Plan Sponsor and Plan Participants with Claims adjudication and drug utilization review services. ProAct is responsible for utilizing due diligence in collecting and reporting the information contained in the databases and obtaining such information from sources deemed by ProAct to be reliable. ProAct, however, does not warrant the accuracy of reports, alerts, codes, prices or other data contained in the databases. The clinical information contained in the databases and the Formulary is not intended as a supplement to, or a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals involved in Plan Participants' care. The absence of a warning for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate or effective for any Plan Participant.

ARTICLE 9 DISPUTE RESOLUTION PROCEDURE

- 9.1 Resolution of Disputes. The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable but not later than thirty (30) days. If a dispute between the parties cannot be resolved through negotiation, the matter will be heard in a court of competent jurisdiction consistent with the provisions of Article 13.8.

ARTICLE 10 CONFIDENTIALITY

- 10.1 Confidential Information. The term "Confidential Information" means information of a confidential or proprietary nature relating to the subject matter described in this Agreement which is taken from or disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"). Confidential Information includes, but is not limited to, matters of a technical nature such as trade secrets, methods, compositions, data and know-how, designs, systems, processes, computer programs, files and documentation, similar items or research projects and any information derived therefrom; matters of a business nature, such as the terms of this Agreement (including any pricing terms and Pharmaceutical Manufacturer contract terms), marketing, sales, strategies, proposals, and lists of actual or potential Plan Participants, Participating Pharmacies and Pharmaceutical Manufacturers; as well as any other information within the scope of this definition that is designated by either party as confidential.
- 10.2 Treatment of Confidential Information. Except as otherwise required by applicable statutes, laws and regulations, The parties agree: (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions Receiving Party employs with respect to its own confidential materials); (ii) not to divulge any such Confidential Information or any information derived therefrom to any third party unless required in the performance of the Receiving Party's duties under this Agreement; (iii) not to make any use whatsoever at any time of such Confidential Information except for the purpose of this Agreement nor use it for its own or any third party's benefit; and (iv) not to copy, analyze, transcribe, transmit, decompile, disassemble or reverse engineer any such Confidential Information nor use such Confidential Information in any patent application. The confidentiality obligations of this Section 10.2 shall not apply to information which, as evidenced in writing, (a) is or becomes publicly known by Receiving Party through no breach of this Agreement; (b) is learned by the Receiving Party from a third party entitled to disclose it; or (c) is rightfully obtained by the Receiving Party prior to this Agreement. Notwithstanding any other provision of this section, Plan Sponsor has the right to analyze Claims data and retain and transmit Claims and Participant data consistent with its obligations under HIPAA.
- 10.3 Injunctive Relief. Receiving Party acknowledges that it shall not acquire any rights or title to any Confidential Information merely by virtue of its use or access to such Confidential Information hereunder. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as granting, either expressly or by implication or otherwise, the Receiving Party any license under any invention or patent now or hereafter owned by or controlled by the Disclosing Party. Each party agrees that it may not be adequately compensated for damages arising from a breach or threatened breach of any of the covenants contained in this Article 10 by the other party, and each party shall be entitled to injunctive relief and specific performance in addition to all other remedies.

ARTICLE 11 EXCLUSIVITY

- 11.1 Exclusivity. Plan Sponsor agrees that ProAct shall be the sole and exclusive representative for Plan Sponsor for each of the services described herein during the term of this Agreement specifically excluding pharmaceutical services for Workers Compensation programs, correctional facilities and the Health Department.. Notwithstanding the foregoing, this Section shall not be construed to prohibit Plan Sponsor from including pharmacy coverage under a Medicare Advantage plan, Medicare Part D plan, managed care, HMO or similar comprehensive medical/prescription benefit plan. Plan Sponsor acknowledges and agrees that Plan Sponsor shall not engage any prescription benefit manager or other third party to provide to Plan Sponsor or its Benefit Plan any service that is similar to one of the Prescription Drug Services provided by ProAct, including, without limitation, retail pharmacy network contracting, pharmacy claims processing, mail pharmacy services and formulary and rebate administration services. Plan Sponsor acknowledges and agrees that a breach of this Section 11.1 shall be deemed a material breach of this Agreement and shall entitle ProAct to modify pricing terms pursuant to Section 13.2 of this Agreement. Notwithstanding any other provision of this Agreement, ProAct acknowledges that Plan Sponsor contracts with a third party for the delivery of retiree prescription drug benefits under Medicare Part D and that such contract does not constitute a breach of this Agreement.

ARTICLE 12 TERM AND TERMINATION

- 12.1 Term. This Agreement shall become effective on the Effective Date and shall be for a term of three (3) years. Subject to the rights of the parties to terminate, this Agreement shall continue in effect for two additional one (1) year terms unless either party provides written notice stating that the party does not intend to continue the Agreement, said notice to be provided by certified mail, mailed at least ninety (90) days prior to January 1 of the ensuing contract year. During the term of the contract, Plan Sponsor has the option to conduct a market review of the competitiveness of the contract, including pricing and guarantee terms. If the results of the market check indicate that the current contract is not competitive, Plan Sponsor and ProAct may negotiate mutually agreeable contract terms to be effective as of July 1, 2021 or Plan Sponsor may elect to terminate this Agreement effective June 30, 2021. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. All renewal terms subsequent to the initial three year term are subject to executive and legislative approval by the Plan Sponsor.
- 12.2 Termination. ProAct shall give written notice to Plan Sponsor at least ninety (90) days prior to cancellation or change of contract terms that ProAct has the authority to change under the terms of this Agreement. This section 12.2 specifies notice requirements but does not establish any right for ProAct to change the terms unless such rights are authorized elsewhere in this Agreement. Plan Sponsor may terminate this Agreement for any reason upon thirty (30) days written notice.

- 12.3 Termination Due to Non-Payment. Notwithstanding the termination rights described in Section 12.2, above, in the event Plan Sponsor fails to timely remit to ProAct the full amount of payment (and any interest accrued thereon) as set forth in Section 5.1 above, and such payment (plus interest, if any) is not received by ProAct within the time limits set forth in Section 5.2 above, and such payment is not subject to a reasonable dispute by Plan Sponsor, ProAct may terminate this Agreement on any date thereafter, effective on the date notice of such termination is received by Plan Sponsor.
- 12.4 Effect of Termination. If this Agreement is terminated pursuant to this Article 12: (i) all further obligations of the parties under this Agreement shall terminate, except for (a) such party's obligation to make payments arising prior to the termination of this Agreement or any obligation surviving the termination hereof, and (b) ProAct shall promptly provide all Claims and Benefit Plan coding data to Plan Sponsor that is reasonably required to facilitate an efficient and effective transition of pharmacy benefit management services; (ii) all Confidential Information provided by either party shall, except for Claims and Participant data and Confidential Information required by law to be retained by a party, be immediately returned by a Receiving Party (as defined in Section 10.1), or such Receiving Party shall certify to the Disclosing Party that such materials have been destroyed; (iii) should ProAct have a deposit from Plan Sponsor (as described in Section 5.3, above), such deposit shall be reduced by any offsets for payment defaults and collection costs (as described in Section 5.5 above) before being returned; (iv) neither party shall be relieved of any obligation or liability arising from any prior breach of such party of any provision of this Agreement; and (v) the parties shall, in all events, remain bound by and continue to be subject to the provisions in the Agreement reasonably expected to survive termination, including without limitation those set forth in Sections 6.1, 6.3, 6.4, 7.3, 8.3, 9.1, 10.1, 10.2, 10.3, 13.1, 13.2, 13.8, 13.9, 13.11, 13.12 and 13.20.

ARTICLE 13 GENERAL PROVISIONS

- 13.1 Use of ProAct Software. Plan Sponsor acknowledges that ProAct owns or possesses license rights (including off-the-shelf vendor agreements) from certain third parties to the entire software system used by ProAct in processing Claims and preparing reports, including computer programs, system and program documentation, and other documentation relating thereto (collectively, including certain license rights, the "ProAct Software System") and that the ProAct Software System is the exclusive and sole property of ProAct.
- 13.2 Pricing Assumptions. Upon ninety (90) days' prior written notice to Plan Sponsor, ProAct may modify or amend the financial provisions of this Agreement in a manner which accounts for the impact of the events identified below. Any pricing adjustments will be the minimum amount necessary to maintain the relative economic position of ProAct and the Plan Sponsor under this Agreement. Such notice will include ProAct's documentation and explanation of the manner in which the modification accounts for the impact of the event:

- (a) Any government-imposed or industry-wide change that would preclude ProAct's ability to provide the pricing described in this Agreement, including a prohibition or material restriction on the ability to receive rebates or discounts for pharmaceutical products;
 - b) Implementation or addition of a high deductible health plan/consumer-driven health plan option in which more than 20% of Plan Participants are enrolled;
 - (c) Implementation or addition of a plan that is solely member-paid; or
 - (d) A greater than twenty percent (20%) reduction in the total number of Plan Participants from the number provided during pricing negotiations.
- 13.3 Insurance. ProAct shall satisfy the insurance requirements specified in the Request For Proposals dated July 3, 2019, which is incorporated by reference as Exhibit D of this Agreement. ProAct shall provide insurance certificates documenting such coverage upon written request from the Plan Sponsor.
- 13.4 Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Notwithstanding anything to the contrary contained in this Agreement (including this Section 13.4), no consent shall be required and this Agreement will apply to, be binding in all respects upon, and inure to the benefit of any successors of Plan Sponsor to this Agreement resulting from a Change of Control. A "Change of Control" shall occur if, as a result of one or a series of related transactions: (i) all or substantially all the assets of Plan Sponsor are disposed of to any entity not wholly owned and controlled by Plan Sponsor, outside the ordinary course of business; (ii) Plan Sponsor effects a merger with one or more other entities in which Plan Sponsor is not the surviving entity; or (iii) Plan Sponsor engages in a transaction that results in any entity holding securities possessing a majority of the voting power that does not hold such voting power as of the time of this Agreement.
- 13.5 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or other term or condition of this Agreement on any future occasion.
- 13.6 Severability. In the event that any provision of this Agreement shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision other than those as to which it is determined to be

invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 13.7 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (at or after the date hereof) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 13.8 Choice of Law and Venue. This Agreement shall be construed, interpreted and governed according to the laws of the State of New York. The parties agree and consent to personal jurisdiction, personal service and venue in any state or federal court within the County of Onondaga, New York having subject matter jurisdiction, for the purpose of any proceeding to enforce, or arising out of or relating to this Agreement.
- 13.9 Non-Competition in Hiring. During the term of this Agreement, and for a period of one (1) year thereafter, neither party shall, without the prior written consent of the other party, knowingly employ or solicit for hire, or knowingly allow its officers, directors, agents or affiliates to employ or solicit for hire, any employees of the other party. This clause shall not be deemed to prevent or preclude the Plan Sponsor appointing or hiring individuals off of competitive Civil Service exam lists, persons hired in a capacity wholly unrelated to the services provided by ProAct hereunder (e.g. Patrol Officer) and persons elected to or holding elective office within the government of the Plan Sponsor.
- 13.10 Force Majeure. Neither party shall be liable to the other for failure to perform any part of this Agreement, where such failure is due to flood, fire, strikes or similar labor disturbances, war, riot insurrection or similar acts beyond the control of either party. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement. In order to benefit from the provisions of this Section 13.10, the party claiming force majeure must notify the other reasonably promptly in writing of the force majeure condition. If any event of force majeure, in the reasonable judgment of the parties, is of a severity or duration such that it materially reduces the value of this Agreement, then this Agreement may be terminated without liability or further obligation of either party (except for any obligation expressly intended to survive the termination of this Agreement and except for all amounts that have become or will become due and payable hereunder).
- 13.11 Entire Agreement; No Third Party Beneficiaries. This Agreement (i) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and (ii) is intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this Agreement does not confer any such rights, upon any other third party.

13.12 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established, except in the manner and to the extent permitted by prior written consent of the other party.

13.13 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given: (i) one (1) day following delivery to a nationally reputable overnight courier; (ii) one (1) day following receipt by facsimile during the receiving party's business hours with written confirmation thereof; or (iii) three (3) days after the date it is deposited in the United States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To ProAct: ProAct Inc.
6333 Route 298
East Syracuse, New York 13057

To Plan Sponsor: City of Syracuse
Director of Personnel
City Hall, Room 312
233 E. Washington Street
Syracuse, New York 13202

Copy to: Corporation Counsel
City Hall, Room 300
233 E. Washington Street
Syracuse, New York 13202

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

13.14 Counterparts; Email. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by email and upon such delivery the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party. The original signature copy shall be delivered to the other party by express overnight delivery. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

13.15 Independent Contractors. Plan Sponsor and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or franchiser and franchisee or any relationship, fiduciary or otherwise, other than that of independent parties contracting with each other solely for

the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to a Plan Participant. Nothing in this Agreement shall be construed or deemed to confer upon ProAct any responsibility for or control over the terms or validity of the Prescription Drug Services. ProAct shall have no final discretionary authority over or responsibility for Plan Sponsor's administration of the Plan. Further, because ProAct is not an insurer, plan sponsor, plan contract, or a provider of health services to Plan Participants, ProAct shall have no responsibility for: (i) any funding of Plan Sponsor's benefits; (ii) any insurance coverage relating to Plan Sponsor or any plan contract of Plan Sponsor or Plan Participants; or (iii) the nature or quality of professional health services rendered to Plan Participants, not including ProAct's responsibility to maintain the Pharmacy Network consistent with the terms of this Agreement..

- 13.16 Consent to Amend. This Agreement or any part or section of it may not be changed or amended unless first reduced to writing and signed by the both parties.
- 13.17 Headings. The headings of Articles, Sections and Exhibits contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.18 Compliance with Laws and Regulations. The parties will comply with all applicable federal, state and local laws and regulations. Each and every provision of law and clause required to be inserted in this Agreement, including without limitation New York State General Municipal Law Section 92-a, shall be deemed to have been inserted herein, and if through misstate or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall be controlling, ProAct is responsible for obtaining knowledge and complying will all applicable laws, rules and regulations. Such compliance is a material obligation of this Agreement, and failure to comply with these provisions affords the Plan Sponsor the right to pursue any and all remedies for breach of this Agreement. Each party shall comply with the provisions of all applicable laws relating to the performance of its obligations under this Agreement, including without limitation the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), and the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. In acceptance of this Agreement, ProAct covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights Law, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B. Pursuant to New York Finance Law § 139-L, ProAct, by signing this Agreement, further certifies under penalty of perjury that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

- 13.19 **Subcontracting.** ProAct may subcontract services to be provided under this Agreement, except Customer service obligations and Claims processing services, which shall not be subcontracted. ProAct shall provide the Plan Sponsor, at Plan Sponsor request, a list of all subcontractors and the services provided. Nothing herein shall release ProAct from compliance with this Agreement by subcontracting such services.
- 13.20 **HIPAA Compliance.** For the purposes of this Agreement, ProAct is deemed to be a "Business Associate" or "Covered Entity" as such terms are defined by HIPAA. The parties will endeavor to comply with all applicable regulations published pursuant to HIPAA, as of the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:
- a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Plan Sponsor to remain at all times in compliance with all HIPAA regulations applicable to Plan Sponsor, to the extent that Plan Sponsor's compliance depends upon the manner in which such services are performed by ProAct;
 - b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Plan Sponsor's use of such software, application programs and other products and associate documentation from ProAct, when utilized by Plan Sponsor in the manner as directed by ProAct, will fully comply with the HIPAA regulations applicable to Plan Sponsor. In the event any amendment to this Agreement is necessary for Plan Sponsor to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Plan Sponsor and ProAct will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations; and
 - c. all software, application programs, eligibility lists or other member-specific information and other products licensed or supplied by Plan Sponsor under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that ProAct's use of such software, application programs and other products and associate documentation from Plan Sponsor, when utilized by ProAct in the manner as directed by Plan Sponsor, will fully comply with the HIPAA regulations applicable to ProAct. In the event any amendment to this Agreement is necessary for ProAct to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, ProAct and Plan Sponsor will negotiate in good faith and amend this Agreement accordingly, with such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.

- d. To the extent ProAct acts as a Business Associate of the Benefit Plan, ProAct shall adhere to applicable requirements established for Business Associates, as set forth in Exhibit B. In compliance with HIPAA, ProAct may share Plan Participant information as appropriate for the treatment, payment and health care operations of other health care providers or plans.

13.21 Conflict of Interest. A Conflict of Interest Affidavit running to the Plan Sponsor executed by ProAct and shall be appended to this Agreement..

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT INC.

BY

David J. Schryver, PharmD.

NAME

President

TITLE

DATE

4/27/2020

CITY OF SYRACUSE

BY

Benjamin R. Walsh

NAME

Mayor

TITLE

DATE

8/27/20

ATTEST

City Clerk

EXHIBIT A
PERFORMANCE GUARANTEES AND ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE:

\$0.80 PER PAID CLAIM

PREMIUM FORMULARY MANUFACTURER REBATE GUARANTEE SHARE TO PLAN SPONSOR ("Plan Sponsor Rebates"):

ProAct guarantees to pay 100% of all Rebates to Plan Sponsor. If the aggregate per brand claim Rebate paid is less than the minimum per brand Rebate guaranteed by ProAct as outlined below, ProAct shall pay the Plan Sponsor the difference between the minimum per brand Rebate guarantee and the aggregate per brand claim Rebate paid. The Minimum Rebate Guarantees per Brand Claim are as follows:

	Select Formulary	Premium Formulary
Retail 30:	\$105.34	\$128.19
Retail 90:	\$269.16	\$311.85
Mail:	\$366.26	\$495.13
Specialty:	\$1,252.96	\$1,341.25

AGGREGATE INGREDIENT COST AND DISPENSING FEE GUARANTEE

Retail 30 Pharmacy Rates:

Brand: The lesser of (Average Wholesale Price less 18.25%) or (Usual and Customary) + \$0.80
Generic: The lesser of (Maximum Allowable Cost) or (Usual and Customary) which in no event shall exceed the aggregate of AWP less 83%, + \$0.80

Retail 90 Pharmacy Rates:

Brand: The lesser of (Average Wholesale Price less 21.75%) or (Usual and Customary) + \$0.00
Generic: The lesser of (Maximum Allowable Cost) or (Usual and Customary) which in no event shall exceed the aggregate of AWP less 85.0% + \$0.00

Mail Order:

Brand: Average Wholesale Price less 26.0% + \$0.00
Generic: Average Wholesale Price less 85.0% + \$0.00

Specialty Drug Pricing:

Average Wholesale Price less 19.0% + \$0.00

ADMINISTRATIVE FEE SCHEDULE

1. Electronic magnetic media	No charge
2. Input and maintenance from hard copy	No charge
3. Clinical Prior Authorizations	\$50.00 per Authorization
4. Direct Member Reimbursements (paper claims)	\$2.00 per paid claim
5. Member Identification Cards	No charge
6. Ad Hoc Reports	\$150.00 per programming hour
7. Drug Utilization Review (DUR) Services	No charge
8. Out-of-pocket expenses	
Mailing expenses/postage	At meter cost
Air freight/overnight letters	At carrier cost
9. Shipping and handling charges	At cost
10. On-line Eligibility Access	\$1,500 (3 year licensing fee, non-recurring, optional)
11. On-line Reporting Access	\$1,500 (3 year licensing fee, non-recurring, optional)
12. Claim Appeals	\$150 per internal appeal \$550 per external appeal
13. Customized On-Site Wellness Programs	\$75.00 per program hour
14. Custom Formulary	\$65,000 load fee / \$75,000 per year maintenance fee (optional)
15. Load Open Mail Order File	\$5,000 (one-time fee, optional)
16. RDS	
• Account Setup for fewer than 500 RDS members:	\$5,000 administrative setup fee
• Notice of Creditable Coverage:	\$1.25 per letter + postage
• Additional Subsidy Related Services (ProAct uploads cost reports to CMS):	\$1.00 PMPM per Medicare Qualified Members with a minimum annual fee of \$7,500
• Actuarial Certification & Attestation:	\$350.00 per hour - as negotiated

17. **Drug Rebates.** ProAct shall remit to Plan Sponsor the greater of that portion of the Rebates as set forth above ("Plan Sponsor Rebates") and the minimum Rebate guarantees specified in this Agreement. Rebate guarantees require the adoption of ProAct's published formulary and formulary support programs without deviation. No Rebate shall be credited for any Generic Drug Claim, whether such Claim is filled with a Generic Drug or by a Brand Drug dispensed in lieu of a Generic Drug reimbursement rate. Excluded claims from rebates include claims that are not for Prescription Drugs, Vaccines, COB claims, HIV medications, Biosimilars, LDD, compounds, claims for re-packaged NDCs; stale claims over 180 days old; 340b qualified claims and Multi-source brands. Any rebate collected for excluded medications will be excluded from the rebate guarantee but passed through to the client at 100% of earned rebate. Rebate guarantees are quoted at a 30-day supply for retail claims, 90-day supply for retail 90 and mail order. All rebate guarantees will be reconciled in the aggregate. Quarterly Rebate payments shall be made within one hundred and fifty (150) days following the quarter collected. ProAct may adjust the Plan Sponsor minimum Rebate guarantees in an equitable manner if a branded product is recalled or withdrawn from the market. Any adjustment to Rebate guarantees will be limited to and commensurate with the net effect of such Brand drug recall or withdrawal.

18. **Performance Guarantees.** Performance guarantees that are related to specific utilization targets, financial effectiveness, claim payment, participant satisfaction and account management are included in this Contract. These performance guarantees are measured on an annual basis, unless otherwise noted. Reporting of annual performance data and reconciliation with the performance guarantees are due by March 31 of each year. For the purpose of the performance guarantees for AWP discounts, rebates and dispensing fees, ProAct would make Plan Sponsor whole (dollar for dollar) for any shortfall below each of these guarantees. AWP discounts and dispensing fees will be reported with the annual performance guarantees. Rebates will be reconciled within 270 days after the close of the contract year.

EXHIBIT B

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Contract") is entered into on January 1, 2020 ("Contract Effective Date") between the City of Syracuse, a municipal corporation by and of the State of New York with a principal business address 233 E. Washington Street, Syracuse, New York 13202 ("Covered Entity"), and ProAct, Inc., having a principal location at 6333 Rte 298, East Syracuse, New York 13057 ("Business Associate") (Each a "Party" and collectively, the "Parties").

RECITALS:

- A. Covered Entity will make available and/or transfer to Business Associate protected health information ("PHI") in order for Business Associate to carry out i) its contractual obligations under a contract between Covered Entity and Business Associate dated January 1, 2020 (the "Underlying Services Agreement" between the Parties) and/or ii) certain business responsibilities on behalf of Covered Entity.
- B. Business Associate will have access to and/or receive from Covered Entity PHI that may be used or disclosed only in accordance with this Contract and the Privacy, Security,

Breach Notification and Enforcement Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as set forth in the Code of Federal Regulations ("CFR") at Title 45, Parts 160 and 164, as may be amended (collectively "HIPAA").

- C. Covered Entity and Business Associate qualify, respectively, as a "covered entity" and as a "business associate" as such terms are defined under HIPAA.

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning given such terminology by HIPAA.
 - a. **Administrative, Physical and Technical Safeguards** shall have the same meaning as those terms are defined in 45 CFR 164.304.
 - b. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI (as defined herein) which compromises the security or privacy of such PHI.
 - c. **Contract** shall refer to this document
 - d. **Electronic PHI** shall have the same meaning as "electronic protected health information" in 45 CFR 160.103.
 - e. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 164, as may be amended.
 - f. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined by 45 CFR 160.103, including a person who qualifies as a personal representative in accordance with 45 CFR 164.502.
 - g. **Party or Parties** shall mean Business Associate and/or Covered Entity.
 - h. **PHI** shall mean information provided and/or made available by Covered Entity to Business Associate, and has the same meaning as the term "protected health information" as defined by 45 CFR 160.103.
 - i. **Required by Law** shall have the same meaning as the term "required by law" in 45 CFR 164.103.
 - j. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

- k. **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. **Unsecured PHI** shall have the same meaning as the term "unsecured protected health information" in 45 CFR 164.402.

2. Permitted Use or Disclosure of PHI.

- a. Business Associate shall be permitted to use or disclose PHI provided or made available from Covered Entity to perform any function on behalf of Covered Entity with regard to the use and disclosure of, and/or access to, PHI that is required, necessary or desirable for Business Associate to carry out its contractual obligations set forth in the Underlying Services Agreement and/or other business responsibilities on behalf of Covered Entity provided such function would not violate HIPAA if done by Covered Entity. Business Associate may use or disclose PHI as Required by Law.
- b. Except as otherwise limited in this Contract, Business Associate is permitted to use and disclose PHI received from Covered Entity if necessary for the proper management and administration of Business Associate, to carry out legal responsibilities of Business Associate, or otherwise in a manner which does not identify individual patients, provided:
 - i) The disclosure is Required by Law;
 - ii) The Business Associate obtains reasonable assurances from the person or entity to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the PHI, and the person or entity in possession of the PHI immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the PHI has been breached; or
 - iii) The PHI is de-identified.
- c. Business Associate shall ensure that its uses and disclosures of, and requests for PHI to or on behalf of Covered Entity, are consistent with the Minimum Necessary requirement under HIPAA and Covered Entity's Minimum Necessary policies and procedures.
- d. Business Associate may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

- e. Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

3. Business Associate's Obligations:

- a. **Limits on Use and Disclosure.** Business Associate shall not use or further disclose the PHI provided or made available by Covered Entity other than as permitted or required by this Contract, or as Required by Law.
- b. **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards, including but not limited to those necessary for compliance with Subpart C of 45 CFR Part 164, to prevent any access to, or use or disclosure of the PHI, other than as provided for in this Contract and shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- c. **Education.** Business Associate shall provide HIPAA compliance education to its existing employees and all new hires who may have access to PHI.
- d. **Policies and Procedures.** Business Associate shall implement reasonable and appropriate policies and procedures, as set forth in 45 CFR §164.316, to comply with the standards, implementation specifications, and/or other security requirements for the protection of Electronic PHI.
- e. **Reports of Improper Use, Disclosure, Security Incident or Breach of Unsecured PHI.** Business Associate shall report to Covered Entity promptly, but no later than five (5) business days after discovery of any access to, use or disclosure of PHI not provided for or allowed by this Contract, or any Security Incident, or Breach of Unsecured PHI of which Business Associate becomes aware. (ref. 45 CFR 164.504(e)(2)(ii)(C), 45 CFR 164.410 and 164.314(a)(2)(i)(C).). With respect to a Breach of Unsecured PHI, Business Associate must include the following information in its report to Covered Entity, but must not delay initial notification of the suspected Breach for purposes of collecting such information:
 - i) To the extent possible, the identity of each Individual whose PHI has been Breached;
 - ii) Brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - iii) Description of the types of Unsecured PHI that were involved in the Breach;

- iv) Steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - v) Brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and
- f. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.
- g. **Subcontractors and Agents.** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), anytime Business Associate's Subcontractor or agent creates, receives, maintains, or transmits the PHI on behalf of Business Associate, Business Associate shall first enter into a written agreement with the Subcontractor or agent that contains the same terms, conditions and restrictions on the access, use and disclosure of PHI as contained in this Contract. Business Associate shall also ensure that any such Subcontractor or agent to whom Business Associate provides Electronic PHI agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.
- h. **Right of Access.** Business Associate shall make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligation under 45 CFR 164.524. In the event Business Associate receives a request for access to PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- i. **Right to Amendment.** Business Associate shall use reasonable efforts to facilitate Covered Entity's obligation to make PHI in a Designated Records Set available for appropriate amendment by an Individual pursuant to 45 CFR 164.526. In the event Business Associate receives a request to amend such PHI directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- j. **Right to an Accounting.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. In the event Business Associate receives a request for an accounting directly from the Individual, Business Associate shall forward such request to Covered Entity promptly, and in no case later than five (5) business days following such request.
- k. **HIPAA Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164,

Business Associate shall comply with the requirements of such Subpart that apply to the Covered Entity in the performance of such obligation(s).

- l. Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with HIPAA.
- m. Mitigation Procedures.** Business Associate shall have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the access, use or disclosure of PHI in a manner contrary to or inconsistent with this Contract and HIPAA.
- n. Sanction Procedures.** Business Associate shall establish and implement a system of sanctions, including documentation of the sanctions that are applied, if any, for any employee, agent or Subcontractor who violates this Contract or HIPAA.
- o. HITECH Act Compliance.** All provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act, signed into law on February 17, 2009 ("HITECH"), that are made applicable with respect to Covered Entity shall also be applicable to Business Associate, and shall be deemed incorporated herein by reference. In accordance with HITECH and in furtherance of Business Associate's obligations set forth in this Contract, Business Associate shall:

 - i) Comply with sections 45 CFR 164.308; 164.310; 164.312; and 164.316 of the Security Rules.
 - ii) Not use or disclose PHI unless such use or disclosure is in compliance with each applicable requirement of section 45 CFR 164.504(e), provided that Business Associate shall not be in compliance with such section if it knows of a pattern of activity of the Covered Entity that is a material breach or violation of Covered Entity's obligations under this Contract, unless Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Contract or, if termination is not feasible, report the problem to the Secretary.
 - iii) Comply with the applicable minimum necessary rules established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
 - iv) Comply with the rules on marketing and fundraising communications established by HITECH and pursuant to

any applicable regulations promulgated by the Secretary provided however, that Business Associate shall not make any such communications unless specifically authorized by the Covered Entity.

- v) Comply with the rules on restrictions on certain disclosures of PHI requested by Individuals established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- vi) If Business Associate is responsible for providing an Individual access to PHI maintained in an electronic health record, provide such access in accordance with HITECH and any applicable regulations promulgated by the Secretary.
- vii) Comply with the rules on accounting of disclosures of certain PHI maintained in an electronic health record (if Covered Entity uses an electronic health record) established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.
- viii) Comply with the rules on the sale of PHI established by HITECH and pursuant to any applicable regulations promulgated by the Secretary.

4. Covered Entity's Obligations.

- a. Covered Entity shall notify Business Associate of Covered Entity's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any amendment or restriction to use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of the PHI.
- d. Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity (except as set forth in 2(b) and (e) of this Contract).

5. **Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate shall acquire no title or rights to the PHI as a result of this Contract.
6. **Independent Entities.** This Contract shall establish no relationship between the Parties other than that of independent contractors. Neither Covered Entity nor Business Associate, nor any of their respective agents or employees, shall be construed to be the agent, employee or representative of the other. None of the provisions of this Contract are intended to create, nor shall they be deemed or construed to create, any partnership, joint venture, or other relationship between the Parties except that of independent contracting entities. Business Associate acknowledges that it has independent obligations to comply with certain HIPAA requirements. Covered Entity does not make any warranties, representations or guarantees that this Contract satisfies Business Associate's independent obligations to comply with HIPAA.
7. **Term and Termination.**
- a. **Term.** The term of this Contract shall commence on the Contract Effective Date, and shall terminate upon termination of the Underlying Services Agreement (or other arrangement between the Parties), or when terminated for cause by the Covered Entity, as set forth below. Business Associate understands that termination for any reason nonetheless requires the further obligations by Business Associate set forth in section 7(c) below.
- b. **Termination for Cause.** Covered Entity shall have the right to immediately terminate this Contract if Covered Entity determines that Business Associate (or its Subcontractor) has violated a material term of this Contract and/or HIPAA and the Business Associate (or its Subcontractor) has not taken steps to cure such material default within thirty (30) days of receipt of the Covered Entity's written notification of such material breach. However, in the event that the default cannot be cured within the 30-day cure period, the 30-day cure period shall be extended for a reasonable additional time to cure such default, provided the Business Associate commences to cure the default within the 30-day cure period and proceeds diligently to affect the cure within such reasonable additional time.
- c. **Effect of Termination.** The obligations of Business Associate to protect the confidentiality of the PHI in its possession and/or known to it, its employees, agents or Subcontractors, shall survive termination of this Contract for any reason. In addition, at the termination of this Contract for any reason, Business Associate shall return, destroy or de-identify (so that the respective information does not identify Individuals) all PHI received from, created, maintained or received by Business Associate on behalf of Covered Entity. If return or destruction of all or part of the PHI is not commercially feasible, Business Associate shall extend the protections of this Contract for as long as necessary to protect the PHI and to limit any further access, use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If Business Associate elects to destroy the PHI it shall certify to Covered Entity

in writing that the PHI has been destroyed. Destruction of PHI must be in accordance with industry standards and processes for ensuring that reconstruction, re-use and/or re-disclosure of PHI is prevented after destruction, with the exact method of destruction dependent on the media in which the PHI is contained. To the extent applicable, Business Associate shall ensure any such destruction is consistent with state and/or federal record retention laws or regulations.

8. **Change In Law/Regulation.** In the event that any new laws, regulations, or interpretations of the foregoing are promulgated, the Parties shall use reasonable efforts to promptly amend this Contract to comply with such change without any financial concession.
9. **Amendment.** This Contract may be amended by written agreement of the Parties.
10. **Choice of Law.** This Contract shall be governed by New York law and applicable federal law. The Parties also agree that for purposes of privacy rights, HIPAA shall supersede all applicable state laws, except to the extent such State laws are not preempted.
11. **Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Contract, Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized access to, or use or disclosure of PHI by Business Associate or any agent, Subcontractor or third party that received PHI from Business Associate.
12. **Binding Nature and Assignment.** This Contract shall be binding on, and inure to the benefit of the Parties hereto and their successors and permitted assigns, but neither Party may assign this Contract without the prior written consent of the other (except to any entity controlled by, controlling or under common control with the assigning entity).
13. **Notices.** Whenever under this Contract a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

BUSINESS ASSOCIATE:	COVERED ENTITY:
PROACT, INC. 6333 Route 298 East Syracuse, NY 13057	CITY OF SYRACUSE 233 E. Washington Street Syracuse, New York 13202
Attn: <u>David J. Schryver, PharmD.</u>	Attn: <u>Mayor Benjamin R. Walsh</u>
14. **Article Headings.** The article headings used are for referenced and convenience only, and shall not enter into the interpretation of this Contract.

15. **Entire Contract.** This Contract consists of this document, and constitutes the entire agreement between the Parties with respect to the subject matter herein. There are no understandings or other agreements which are not fully expressed in this Contract, and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Contract supersedes any previous HIPAA business associate agreement between the Parties.

16. **Indemnification.** Each Party ("Indemnifying Party") shall defend, indemnify and hold the other Party harmless for any and all costs, including fines, penalties, interest and reasonable attorneys' fees, related to any claim, liability, suit, or investigation by law enforcement or other governmental or regulatory agency or brought by an Individual related to the wrongful acts or omissions of the Indemnifying Party, its employees, agents or subcontractors, whether intentional or negligent, that violates the HHS Privacy Regulations regarding access to, use of or disclosure of PHI.

IN WITNESS WHEREOF, Covered Entity and Business Associate have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date first set forth above.

PROACT, INC.


BY _____

David J. Schryver, PharmD

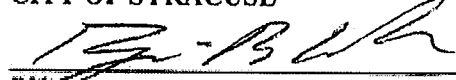
NAME

President

TITLE

4/27/2024
DATE

CITY OF SYRACUSE


BY _____

Benjamin R. Walsh

NAME

Mayor

TITLE

8-27-20
DATE

ATTEST

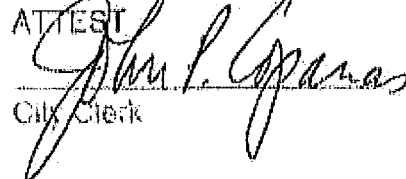

City Clerk

Exhibit C - Performance Guarantees

CATEGORY	STANDARD	PROPOSED FINANCIAL PENALTY
Implementation		
Program Effective Date	Program will be operational by agreed to date.	\$2,000
ID Cards	95% of ID cards will be produced and mailed within ten (10) days of receipt of complete and accurate eligibility information.	\$1,000
Client Agreement	Agreement will be provided to the Client at least forty-five (45) days prior to effective date	\$1,500
Member Services		
Call Answering	At least 95% of eligible members' calls received will be serviced within 30 seconds, with the exception of third party communication system failures	\$500/call max annual penalty: \$1,500
Call Abandonment	Not more than 5% of eligible members' calls will be abandoned, with the exception of third party communication system failures	\$500/call; max annual penalty: \$1,500
Satisfaction Survey	An annual member survey will be completed. An overall 95% member satisfaction response is guaranteed	\$1,500 total penalty
Written Inquiries	95% of written inquiries will be responded to within five (5) business days and 100% will be responded to within ten (10) business days	\$500/inquiry; max annual penalty: \$1,500
Financial		
Pharmacy Pricing	100% of participating pharmacies will adhere to "lesser of" pricing	\$250

Administration		
Eligibility Posting	98% of electronically transmitted eligibility updates posted within one (1) business day after receipt in specified format and 100% posted within two (2) business days	\$500/day; max annual penalty: \$2,000
Claim Payment Accuracy	Claims payment accuracy will be at least 99%	\$500
Mail Order Accuracy	99.9% of all prescriptions mailed to the Client's eligible persons shall be dispensed with the correct drug strength and dosage form	\$500
Mail Order Turnaround	95% or more of all orders filled from "clean" prescriptions not requiring pharmacy intervention will be mailed within four (4) business days of the date of receipt	\$500 per % point below the standard; max penalty \$1,500
Specialty Turnaround	95% or more of all orders filled from "clean" prescriptions not requiring pharmacy intervention at Noble Health Services will be mailed within twenty-four (24) hours of the time of receipt	\$500 per % point below the standard; max penalty \$1,500
System Availability	Systems needed for access by contracted pharmacies will be available 99.5% of scheduled time	\$500
Systems Response	Systems used by contracted pharmacies will respond to electronic transactions from contracted pharmacies in two (2) seconds or less	\$500
Reporting		
Timeliness	All standard reports will be distributed to the Client within thirty (30) days of the end of the cycle	\$500
Interpretation / Analysis	Analyze data and meet with the Client on at least a quarterly basis	\$500

Ordinance No.

2021

24 2233

**ORDINANCE AUTHORIZING SWEEPING OF
CERTAIN STREETS - 2021/2022**

BE IT ORDAINED, that the following improvements be and hereby are ordered: the sweeping of any street or part thereof for the fiscal year 2021/2022 in the following streets as shown in Exhibit "A" in the City of Syracuse; and

BE IT FURTHER ORDAINED, that the Commissioner of Public Works shall make such improvements by use of City forces or by contract with private entity entered into in the manner provided by law at a cost not to exceed \$1,509,486, initially charging the cost to the annual appropriation account #09.00526 and that the cost thereof shall then be assessed on the premises fronting thereon as shown on Exhibit "B" and the proceeds of such assessment in accordance with the provisions of law, Chapter 684 of the Laws of 1905, as amended shall be used to reimburse the City for the cost of the program as determined by the Commissioner of Finance.

2021 -2022 Sweeping

EXHIBIT "A"

STREET

Adams St.
Ackerman Ave.
Ainsley Dr.
Alanson Rd.
Alexander Ave.
Allen St.
Alliance Bank Parkway
Almond St.
Alvord St., N.
Alvord St., S.
Amherst Ave.
Annetta St.
Apple St.
Argyle Terrace
Arlington Ave.
Ash St.
Ashworth Pl.
Avery Ave.
Avondale Pl.

Baker Ave.
Ballantyne Rd.
Ballard Ave
Bank St.
Barker Ave.
Basin St.
Bassett St.
Beacon Rd.
Bear St.
Beard Pl.
Beard Ave.
Beech St.
Beecher St.
Beecher St.
Belden Ave.
Belden Ave., E.
Bellevue Ave.
Bennington Ave.

FROM

Oneida St.
Clarendon St.
Brighton Ave., E.
Twin Hills Dr.
Castle St., E.
Fayette St., E.
Park Street
Erie Blvd., E.
Salina St., N.
John St.
Salina St., S.
Craddock St.
Lakeview Ave.
Borden Ave., W.
Glenwood Ave.
Lodi St.
Pine St.
Milton Ave.
Westcott St.

Kennedy St., E.
Salina St., S.
Castle
Washington St., E.
Park Ave.
Sunset Ave.
Genesee St., E.
Fobes Ave.
Spencer St.
Beard Ave., E.
State St., S.
Hawley Ave.
Graves St.
Rosewood St.
Plum St.
Pearl St.
Midland Ave.
Salina St., S.

TO

Ostrom Ave.
Broad St.
Ball Circle
Robineau Rd. (both upper & lower)
Cortland Ave.
Euclid Ave.
Tex Simone Drive
Renwick Ave.
Pond St.
Beecher St.
Rt. #81 - Dead End
Summit Ave.
Harbor Brook - Dead End
Kirk Ave.
Onondaga Park Ent.
Rt. #81 - Dead End
University Ave.
Whittier Ave.
Greenwood Pl.

Elizabeth St.
Coral Ave.
Cortland
Jefferson St., E.
Wilkinson St.
Catawba St.
Beech St., S.
Taft Ave.
Grant Blvd.
Colvin St., E.
Glahn Ave.
Westcott St.
Jasper St.
Highland St.
Eureka St.
State St., N.
City Line
Menlo Drive

2021 - 2022 Sweeping

Berkeley Dr.	Stratford St.	Broad St.
Berkshire Ave.	Butternut St.	Wadsworth St.
Beverly Rd.	Stolp Ave.	Crossett St.
Bishop Ave.	Elmhurst Ave.	Colvin St., W.
Blaine St.	Cortland Ave.	Midland Ave.
Boise Dr.	Lorraine Ave.	Harriette Ave.
Borden Ave.	Garfield Ave.	Argyle Terr.
Boyden Ave.	Pattison St.	Teall Ave.
Bradford Pkwy.	Genesee St., E.	Euclid Ave.
Brattle Rd.	Dewitt St.	Grant Blvd.
Brighton Ave.	South Ave.	Seneca Tnpk., E.
Bristol Pl.	Beech St., S.	Greenwood Pl.
Broad St.	Berkeley Dr.	Nottingham Rd.
Brookford Rd.	Genesee St., E.	Euclid Ave.
Bruce St.	Fayette St., E.	Salt Springs Rd.
Bryant Ave.	Wilbur Ave., S.	Avery Ave.
Buckingham Ave.	Lancaster Ave.	Broad St.
Bunker Hill Way	Glenwood	Dead End
Burnet Ave.	State St., N.	Thompson Rd.
Burnet Park Drive	Tompkins St.	Coleridge Ave.
Burt St.	Salina St., S.	Almond St.
Butternut St.	Franklin St., N.	Hillside St.
Calthrop Ave.	Midland Ave.	Salina St., S.
Cambridge St.	Genesee St., E.	Harvard Pl.
Canal St.	438 ft. West of Crouse Ave.	Teall Ave.
Cannon St.	Colvin St., W.	Ostrander Ave., W.
Carlton Rd.	Geddes St., S.	200 ft. North of Calvin Rd.
Carlton Rd	Glenwood	House 110
Carbon St.	Grumbach Ave.	Hiawatha Blvd., E.
Castle St.	Renwick Ave.	South Ave.
Catawba St.	State St., N.	Lodi St.
Catherine St.	Erie Blvd., E.	Butternut St.
C-D Road	Harrison St.	Adams St., E.
Cedar St.	Almond St.	Irving Ave.
Cetennial Dr.	Onondaga Ave.	South Ave.
Charmouth Dr.	Robineau Rd.	Stinard Ave.
Chatham Rd.	Durston Ave.	Hampton Rd.
Chemung St.	Milton Ave.	West City Line
Cheney St.	Rich St.	Onondaga Ave.
Cherry St.	Fayette St., E.	Genesee St., E.
Cherry St.	Beech St., S.	Madison St.

2021 - 2022 Sweeping

Circle Rd.
Churchill Ave.
Clairmonte Ave.
Clarendon St.
Clark St.
Cleveland Ave.
Clifton Pl.
Clinton St. N.
Clinton St.
Clover St.
Coleridge Ave.
Columbia Ave.
Columbus Ave.
Colvin St.
Comstock Ave.
Concord Pl.
Cook Ave.
Coolidge Ave.
Corning Ave., E.
Cortland Ave.
Court St.
Court Terr.
Coyne Terr.
Craddock St.
Craton St.
Crawford Ave.
Croly St.
Crossett St.
Crouse Ave.
Cumberland Ave.

Daisy St.
Dakin St.
Dale St.
Danforth St.
Davis St.
Dearborn Pl.
Delaware St.
Dell St.
Dewitt St.
Dickerson St.
Division St W

Berkeley Dr.
Fillmore Ave.
Bellevue Ave.
Westcott St.
Westcott St.
Griffiths St.
James St.
Court
Rt. #81
South Ave.
Wilbur Ave., S.
Colvin St., W.
Erie Blvd., E.
Wellesley Rd.
Genesee St., E.
Westcott St.
James St.
Cheney St.
Salina St., S.
Salina St., S.
Kirkpatrick St.
Court St.
Tallman St.
Colvin St., W.
Sherwood Ave.
Scottholm Terr.
Dakin St.
Summit Ave.
Lodi St.
Genesee St., E.

South Ave.
Westmoreland Ave.
Butternut St.
Sunset Ave.
Sabine St.
Cortland Ave.
Wilbur Ave., S.
Beech St., S.
James St.
Granger St.
Genant

End
150 ft. South to Bernadine Apts.
Crossett St.
Ostrom Ave.
Fellows Ave.
Grant Blvd.
Sunnycrest Park - Dead End
Bear
Tallman St.
Lincoln Ave.
Whittier Ave.
Glenwood Ave.
Dell St.
Nottingham Rd.
Vincent Ave.
Allen St.
Melrose Ave.
Tallman St.
Rt. #81 - Dead End
South Ave.
City Line
Turtle St.
Dead End
Glenwood Ave.
Teall Ave.
Meadowbrook Dr.
Genesee St., E.
Geddes St., S.
University Pl.
South Dead End

Dead End East
Croly St.
Court St.
Grant Blvd.
Geddes St., S.
Castle St., W.
Onondaga St., W.
Westcott St.
Grant Blvd.
Clinton St., S.
Clinton

2021 - 2022 Sweeping

Division St., E.
Dorchester Ave.
Dorset Rd.
Dorwin Ave.

State St., N.
Rugby Rd.
Berkeley Dr.
Salina St., S.

Lodi St.
Fordham Ave.
Stratford St.
Brookside
Oak St.

Douglas St.
Dudley St.
Dunlap Ave.
Durstons Ave.
Dorothy St
Dorothy St
East Ave.
Eastman Ave.
Eastwood Rd.
Edtim Rd.
Elizabeth St.
Elk St.
Elliott St.
Ellis St.
Elizabeth Blackwell St.
Elm St.
Elmhurst Ave.
Eloise Terr.
Emerson Ave.
Erie Blvd., E.
Erie Blvd., E.
Erie Blvd., W.
Euclid Ave.
Euclid Terr.
Eureka St.
Evans St
Evans St
Exchange St

Lodi St.
Delaware St.
Taft Ave.
James St.
Sedgwick
Vine
Genesee St., E.
South Ave.
Grant Blvd.
Eastwood Rd.
State St., S.
Salina St., S.
Putnam St.
Fayette St., E.
Harrison St.
Burnet Ave.
South Ave.
Onondaga Ave.
Harbor St.
Salina St., S.
Teall Ave.
Salina St., S.
Comstock Ave
Euclid Ave.
Genesee St., W.
Maltbie
Plum
N. Salina

Bellevue Ave.
Fobes Ave.
Grant Blvd.
Vine
Wilson
Salt Springs Rd.
May Ave.
North Ave.
Village Dr.
Rt. #81 - Dead End
Dougall St.
Geddes St., S.
Genesee St., E.
Adams St., E.
Sedgwick St.
Hatch St.
End
Kane Rd.
Teall Ave.
Thompson Rd. (N & S lanes)
Willis St.
Meadowbrook Dr.
End
N. Dead End
Plum
Franklin
Park

Fabius St.
Fage Ave.
Farmer St.
Fayette St.
Fayette St.
Fellows Ave.

Tioga St.
Cannon St.
Dewitt St.
Seeley Rd.
Ulster St.
Genesee St., E.

Dead End
Midland Ave.
Sedgwick Dr.
Wilbur Ave., S.
Erie Blvd., W.
Dakota St.

2021 - 2022 Sweeping

Fernwood Ave.
Fillmore Ave.
Fineview Pl.
First North St.
First North St.
Fourth North St.
Fitch St.
Fitch St
Fobes Ave.
Ford Ave.
Fordham
Forest Hill Dr.
Forman St.
Franklin St.
Furman St.

Garfield Ave.
Garfield Pl.
Gebhardt Ave.
Geddes St.
Genant Dr.
Genesee St.
Gertrude St.
Gifford St.
Glahn Ave.
Glass Terrace
Glenwood Ave.
Gordon Ave.
Grace St.
Grand Ave.
Grandview Ave.
Granger St.
Grant Blvd.
Grant Terr.
Graves St.
Gray Ave.
Greenland Dr.
Greenway Ave.
Greenwood Pl.
Griffith St.
Grumbach Ave.

Midland Ave.
Salina St., S.
Renwick Ave.
Pond St.
Butternut St.
Hiawatha Blvd.
Onondaga St., W.
Lydell
Dunlap Ave.
Bridget Circle
Dorchester Ave.
James St.
Erie Blvd., E.
Jefferson St., W.
Salina St., S.

Elk St.
Garfield Ave.
Division St., E.
Glenwood Ave.
Franklin St., N.
East City Line
Howard St.
Clinton St., S.
Beard Ave., W.
Garfield Ave.
South Ave.
Hubbell Ave.
Oswego St.
Geddes St., S.
Hubbell Ave.
Seymour St.
James St.
Grant Blvd.
Seward St.
Dorchester Ave.
Grant Blvd.
Burnet Ave.
Clarendon St.
Butternut St.
Park St.

Cannon St.
East to Dead End
Oakland St.
Hiawatha Blvd., E.
John St.
Railroad Tracks
Geddes St., S.
Dead End
Coughlin Ave.
Onondaga Creek Blvd.
Teall Ave.
Sunnycrest Rd.
Genesee St., E.
175 ft. north of Plum St. - Dead End
Cortland Ave.

Oakwood Ave.
Rt. #81 - Dead End
Catawba St.
Van Rensselaer St.
Court St.
West City Line
Oak St.
Geddes St., S.
Colvin St., W.
Rt. #81 - Dead End
Geddes
Geddes St., S.
Delaware St.
West City Line
Roberts Ave.
McCormick Ave.
Hiawatha Blvd.
Shopping Center
Highland St.
Teall Ave.
Harold St.
Vann St.
Thornden Park
Pond St.
Knaul St.

2021 -2022 Sweeping

Hampshire Rd.
Hampton Rd.
Harbor St.
Harding St.
Harold St.
Harrington Rd.
Harrison Pl.
Harrison St.
Hartley St.
Harvard Pl.
Hartson

Hastings Pl.
Hatherly Rd.
Hawley Ave.
Hawthorne St.
Hazelhurst Ave.
Headson Dr.
Helen St.
Henderson St.
Henry St.
Herald Pl.
Hiawtha Blvd.
Hickok Ave.
Hickory St.
Hickory St.
Hier Ave.
Highland Ave.
Highland St.
Hillside St.
Hillview Ave.
Hixson Ave.
Holland St.
Hood Ave.
Howard St.
Hubbell Ave.
Hudson St.
Hurlburt Rd.
Huron St.

Irving Ave.
Isabella St.

Sedgwick Dr.
James St.
Fayette St., W.
Court St.
Butternut St.
Meadowbrook Dr.
Harrison St.
Salina St., S.
Butternut St.
Westcott St.
Herriman

James St.
Bradford Pkwy.
Townsend St., N.
Bassett St.
Beacon Rd.
Erie Blvd., E.
Park St.
Oak St.
Van Buren St.
Salina St., N.
Seventh North St.
James St.
Townsend St., N.
Catherine St.
Park St.
Highland St.
James St.
Butternut St.
South Ave.
James St.
Slocum Ave.
Court St.
Burnet Ave.
Bellevue Ave.
Tallman St.
Genesee St., E.
Bellevue Ave.

Fayette St., E.
State St., N.

Rugby Rd.
Rugby Rd.
Emerson Ave.
Huntley St.
Wadsworth St.
Brookford Rd.
Adams St., E.
Ostrom Ave.
Highland Ave.
Westmoreland Ave.
Holden

Dead End
Meadowbrook Dr.
Teall Ave.
Westcott St.
311 Hazelhurst Ave.
Thompson Rd.
Grant Blvd.
Dead End
Standart St.
Wallace St.
Erie Blvd., W.
Burnet Ave.
Pearl St.
Lodi St.
Schiller Park
Dewitt St.
Hartley St.
Wadsworth St.
Summit Ave.
Boyden St.
Delaware St.
Butternut St.
Wayne St.
Grandview Ave.
Marginal St.
Euclid Ave.
Hovey St.

Raynor Ave., E.
Lodi St.

2021 - 2022 Sweeping

Ives	Erie Blvd., E.	Dead End
Jackson St.	Townsend St., S.	Almond St.
James St.	Salina St., N.	East City Line
Jamesville Ave.	Colvin St., E.	Vincent Ave.
Jasper Pl.	Highland St.	Seward St.
Jasper St.	Highland St.	East Dead End
Jefferson St., W.	West St. Service Rd.	East Dead End
Jefferson St.	State St., S.	Around Armory
John St.	Lodi St.	Griffith St.
Judson St.	Beech St., S.	Greenwood Pl.
Kappesser St.	Griffith St.	Williston Ave.
Kellogg St.	Slocum Ave.	Delaward St.
Kennedy St.	Oakwood Ave.	South Ave.
Kensington Rd.	Lancaster Ave.	Miles Ave.
Kensington Pl.	Kensington Rd.	Andover Rd.
King St.	Oneida St.	Temple St.
Kirk Ave.	Salina St., S.	South Ave.
Kirkpatrick St.	State St., N.	Grant Blvd.
Kirkpatrick St.	Solar St.	Geddes St., N.
Kline St.	Wendell Terr.	Durston Ave.
Kirkwood	Beard Ave., W.	Colvin St., W.
Knaul St.	Butternut St.	Grumbach Ave.
Kuhl Ave.	Court St.	Hillside St.
LaFayette Ave.	Midland Ave.	Rt. #81 - Dead End
LaForte Ave.	Geddes St., S.	Duane St.
Lakeview Ave.	Park Ave.	Liberty St.
Lamson Rd.	James St.	Tyson Pl.
Lancaster Ave.	Colvin St., E.	Clarendon St.
Lancaster Pl.	Lancaster Ave.	Haffenden Rd.
Landon Ave.	Kennedy St., W.	Beard Ave., W.
Larned St.	Oneida St.	Lot 7 & 8 - Dead End
Laurel St.	Salt St.	Townsend St., N.
Laurel St.	Lodi St.	Alvord St., S.
Lawrence St.	Pond St.	Kirkpatrick St.
Lea Lane	Village Dr.	End of curbing (NIMO pole #4-2)
LeMoyne Ave.	Lodi St.	City Line - Wadsworth St.
Leavenworth Ave.	Park Ave.	Belden Ave., W.
Leavenworth Ave.	Erie Blvd., W.	Tracy St.
Leon St.	Castle St., E.	Kennedy St., E.

2021 -2022 Sweeping

Lexington Ave.
Liberty St.
Liberty St.
Lilac St.
Lincoln Ave.
Lincoln Park Drive
Linden St.
Linwell Terrace
Livingston Ave.
Lock Alley
Lodi St.
Loma Ave.
LombardSt Ave.
Lorraine Ave.
Lowell Ave.
Lynwood Ave.
Lydell ST
McAllister Ave.
McBride St.
McBride St.
McCarthy Ave.
McClure Ave.
McCormick Ave.
McKinley Ave.
McLennan Ave.
Madison St.
Madison St.
Magnolia St.
Malcolm St.
Malverne Dr.
Maple St.
Maple Terrace
Maplehurst Ave.
Marcellus St.
Mark Ave.
Market St.
Marshall St.
Mather St.
Mary St.
Maryland Ave.
Matson Ave., E.
Matty Ave.

Genesee St., E.
Bear St.
Richmond Ave.
Union Pl.
Midland Ave.
Oak St.
New St.
Village Dr.
Clarendon St.
Division St.
Hiawatha Blvd.
Hillside St.
Westcott
Colvin St., E.
Coleridge Ave.
James St.
Rowland
Salina St., S.
Lodi St.
Adams St., E.
State St., S.
Salina St., S.
Granger St.
Salina St., S.
Salina St., S.
Warren St., E.
Almond St.
Wilbur Ave.
Onondaga St., W.
Hillside St.
Lombard Ave.
Bassett
Court St.
West St., S.
Colvin St., W.
Washington St., E.
Crouse Ave., S.
Hawley Ave.
Lodi St.
Clarendon St.
Salina St., S.
Park Ave.

Ellis St.
Park Ave.
Lakeview Ave.
Mary St.
Bellevue Ave.
Mather St.
North Dead End
East Dead End - Around circle
Stratford St.
Catawba St.
Erie Blvd., E.
Court St.
Erie Blvd E
Vincent St.
Genesee St., W.
Tyson Pl.
W Onondaga
State St., S.
Genesee St., E.
Raynor Ave., E.
S. Townsend St.
State St., S.
West St., S.
Rt. #81 - Dead End
Midland Ave.
State St., S.
Bassett St.
Fayette St., W.
Dead End
Court St.
Madison St.
Maple Street
Huntley St.
Dead End
Beard Ave., W.
Water St., E.
Ostrom Ave.
Lincoln Park Dr.
Carbon St.
Westminster Ave.
Rt. #81 - East Dead End
Wilkinson St.

2021 - 2022 Sweeping

May Ave.
Meadowbrook Dr.
Melrose Ave.
Menlo Dr.
Merriman Ave.
Merz Ave.
Michaels Ave.
Midland Ave.
Midler Ave., N.
Midler Ave., S.
Mildred Ave.
Miles Ave.
Milton Ave.
Monroe St.
Montgomery St.
Montgomery St.
Moore Ave.

Nelson St.
New St.
Newell St.
Niagara St.
Niagara St.

Oak Pl.
Oak St.
Oakwood Ave.
Oneida St.
Onondaga Ave.
Onondaga St.
Ontario St.
Ostrander Ave.
Ostrom Ave.
Ostrom Pl.
Oswego Blvd.
Oswego St.
Otisco St.
Oxford St.

Palmer Ave.
Park Ave.
Park St.

Colvin St., W.
Dakota St.
Teall Ave.
Bennington Dr.
Kellogg St.
Park St.
Court St.
Onondaga St., W.
James St.
James St.
James St.
Lennox Ave.
Tompkins St.
Almond St.
New St.
Erie Blvd., E.
Smith Lane

Fayette St., W.
Salina St., S.
Valley Dr.
Gifford St.
Gifford St., (1 side)

Oak St.
Lodi St.
Taylor St., E.
Onondaga St., W.
South Ave.
State St., S.
Marcellus St.
Berger Ave.
Comstock Pl.
Euclid Ave.
Erie Blvd., E.
Fayette St., W.
West St., S.
Midland Ave.

Tallman St.
West St., N.
Dewitt St.

Hillview Ave.
Hurlburt Rd.
Shotwell Park
Fillmore Ave.
Geddes St., S.
Schiller Park
Kirkpatrick St.
Ballantyne Rd.
City Line
Erie Blvd., E.
Teall Ave.
Broad St.
City Line
Renwick Ave.
Raynor Ave.
South Dead End
230 Moore Ave.

Magnolia St.
State St., S.
East Dead End
Shonnard St.
Fabius St.

Delhi St.
Grant Blvd.
Dead End at Rt. #81
Tallman St.
Onondaga St., W.
Velasko Rd.
Tully St.
Rt. #81
Stratford St.
Dead End
James St.
Grace St.
Geddes St., S.
Onondaga Creek

Cheney St.
Genesee St., W.
Washington Square

2021 - 2022 Sweeping

Park St.	Washington Square	City Line
Parkside Ave.	Onondaga Ave.	Onondaga Park
Parkway Dr.	Onondaga Ave.	Onondaga Park
Pattison St.	Shuart Ave.	Vine St.
Paul Ave.	James St.	Teall Ave.
Pearl St.	Willow St., E.	Salina St., N.
Peck Ave.	James St.	Teall Ave.
Pershing Ave.	Wadsworth St.	West Dead End
Pine St.	Midland Ave.	Erie Blvd., E.
Pleasant Ave.	Midland Ave.	Rt. #81 - Dead End
Plum St.	Erie Blvd., W.	Franklin St., N.
Pond St	Lilac	Alvord
Pond St.	Lodi St.	Grant Blvd.
Prospect Ave.	Willow St., E.	Union Ave.
Prospect Ave.	Salina St., N.	St. Joseph's Hosp. Emergency Ent.
Pulaski St.	Geddes St., N.	Hiawatha Blvd., W.
Putnam St.	Onondaga St., W.	Geddes St., S.
Raynor Ave.	Salina St., S.	State St.
Raynor Ave.	Oakwood	Dead End
Ramsey Ave.	Scottholm Blvd.	Meadowbrook Drive
Randall Ave.	Colvin St., W.	Elmhurst Ave.
Redfield Pl.	Lancaster Ave.	Maryland Ave.
Renwick Ave.	Monroe St.	Taylor St., E.
Renwick Ave.	Van Buren St.	Castle St., E.
Rich St.	Onondaga St., W.	Marginal St.
Richmond Ave.	Van Rensselaer St.	Lakeview Ave.
Rigi Ave.	James St.	206 Rigi Ave.
Robert Dr.	209 Robert Dr.	Colvin St., E.
Roberts Ave.	Bellevue Ave.	Strathmore Dr.
Robineau Rd.	Crossett St.	Glenwood Ave.
Robinson St.	Sedgwick St.	East Dead End
Roney Lane	Smith Lane	Circle End
Roosevelt Ave.	Euclid Ave.	Broad St.
Rose Ave.	Townsend St., S.	McBride St., S.
Ross Park	Court St.	Butternut St.
Rugby Rd.	Dewitt St.	James St.
Ruskin Ave.	Summit Ave.	Clairmonte Ave.
Sabine St.	Merriman Ave.	Delaware St.
Sackett St.	Genesee St., W.	Richmond Ave.
Salina St.	Hiawatha Blvd.	South City Line

2021 - 2022 Sweeping

Salt Springs Rd.	Genesee St., E.	Springfield
Salt St.	Butternut St.	Salina St., N.
Sand St.	Genesee St., W.	Rt. #690
Sand St.	Spencer St.	Hunter Ave.
Schneider St.	Butternut St.	Seward St.
Schuyler Blvd.	Fayette St., W.	Lowell Ave., N.
Scott Ave.	Genesee St., E.	Meadowbrook Dr.
Scottholm Blvd.	Genesee St., E.	Bradford Pkwy.
Scottholm Terr.	Scottholm Blvd.	Meadowbrook Dr.
Second North St.	Kirkpatrick St.	Hiawatha Blvd., E.
Sedgwick Dr.	James St.	Scoville Ave. (Both Lanes)
Sedgwick Rd.	Sedgwick Dr.	Dead End
Sedgwick St.	James St.	Robinson St.
Seeley Rd.	Salt Springs Rd.	Mountainview Ave.
Seeley Rd.	Erie Blvd., E.	204 Seeley Rd.
Seneca St.	Fayette St., W.	Marcellus St.
Seneca Tnpk., W.	Salina St., S.	West City Line
Seneca Tnpk., E.	Salina St., S.	East City Line
Seventh North St	Stedman	Wolf
Seventh North St.	Court St.	Railroad Bridge
Šeward St.	Lodi St.	Graves St.
Seymour St.	Onondaga St., W.	Wilbur Ave., S.
Sherwood Ave.	Burnet Ave.	Robinson St.
Shonnard St.	Onondaga St., W.	Geddes St., S.
Shotwell Park	James St.	Sunnycrest Rd.
Shuart Ave.	Sedgwick St.	Teall Ave.
Slocum Ave.	Onondaga St., W.	Shonnard St.
Smith Lane	Moore Ave.	Jamesville Ave.
Solar St.	Plum St.	Hiawatha Blvd., E.
South Ave.	Onondaga St., W.	2028 South Ave.
Spencer St.	Clinton St., N.	Hiawatha Blvd., W.
Spring St.	Pond St.	Hiawatha Blvd., E.
Stadium Pl.	Van Buren St.	Oakland St.
Standart St.	Stadium Pl.	Fineview Pl.
State St.	Lodi St.	Brighton Ave., E.
State Fair Blvd.	Hiawatha Blvd.	Genesee St., W.
Steuben St.	Pond St.	Kirkpatrick St.
Stinard Ave.	Bellevue Ave.	Twin Hills Dr.
Stinard Ave.	Alanson Rd.	Glenwood Ave.
St. Marks Ave.	William St.	Fayette St., W.
Stolp Ave.	Summitt Ave.	Reed Ave.
Stratford St.	Comstock Ave.	Lancaster Ave.

2021 - 2022 Sweeping

Strathmore Dr.
Strathmore Pk. Drive
Summit Ave.
Summit Ave.
Sumner Ave.
Sunnycrest Rd.
Sunset Ave.
Syracuse St.

Geddes St., S.
Colvin St., W.
Bellevue Ave.
Glenwood Ave.
Clarendon St.
Shotwell Pk.
State St., N.
Fayette St., W.

Twin Hills Dr.
Twin Hills Dr.
Crossett St.
Onondaga Park
Stratford St.
Forest Hill Dr.
Bear St.
Ulster St.

Taft Ave.
Tallman St.
Taylor St.
Teall Ave
Teall Ave.
Temple St.
Temple St.
Tennyson Ave.
Tex Simone Drive
Thurber St.
Thurber St.
Thurber St
Thurber St
Tioga St. (east side only)
Tompkins St.
Townsend Pl.
Townsend St.
Tracy St.
Trinity Pl.
Turtle St.
Tully St.
Twin Hill Dr.

Beacon Rd.
Salina St., S.
Renwick Ave.
Grant Blvd
Erie Blvd., E.
Oneida St.
Salina St., S.
Wilbur Ave., S.
Hiawatha Blvd., E.
Brighton Ave., E.
Brighton Ave., E.
Brighton
Stevens
Fabius St.
Wilbur Ave., S.
Butternut St.
Isabella St.
West St., N.
Beech St., S.
Sunset Ave.
West St., S.
Geddes St., S.

Dunlap Ave.
Onondaga St., W.
Midland Ave.
City Line
City Line - North
Midland Ave.
Clinton St., S.
Avery Ave.
Alliance Bank Parkway
131 Thurber St. (1 side)
128 Thurber St. (1 side)
Stevens
Remington
Otisco St.
Myrtle St.
Ash St.
Taylor St., E.
Van Rensselaer St.
Greenwood Pl.
Grant Blvd.
Ontario St.
Strathmore Pk. Drive

Ulster St.
Union Pl.
Union Pl.
University Ave.
University Pl.

Milton Ave.
Lodi St.
Salina St., N.
Erie Blvd.
Comstock Ave

Myrtle Ave.
Alvord St., N.
State St., N.
Waverly Ave
Ostrom Ave.

Valley Drive
Van Buren St.
Van Buren St.
Vann St.

South Ave
Oakwood Ave.
Renwick Ave.
Teall Ave.

Seneca
McBride St., S.
Irving Ave.
Greenway Ave.

2021 - 2022 Sweeping

Van Rensselaer St.	Erie Blvd., W.	Belden Ave., W.
Van Rensselaer St.	Spencer St.	Hiawtha Blvd., W.
Velasko Rd.	Onondaga St., W.	Glenwood Ave.
Victoria Pl.	Westcott St.	Allen St.
Village Dr.	Grant Blvd.	Around Circle
Vine St.	James St.	Robinson St.
Wadsworth St.	Grant Blvd.	LeMoyne Ave.
Wall St.	Park Ave.	Richmond Ave.
Wallace St.	Genesee St., W.	Herald Pl.
Walnut Ave.	Erie Blvd.	Waverly Ave.
Walnut Pl.	Harrison St.	Waverly Ave.
Walrath Rd.	Salina St., S.	Menlo Dr.
Walton St.	Clinton St., S.	Fayette St., W.
Warham St.	Butternut St.	Pond St.
Warner Ave.	Salina St., S.	Midland Ave.
Warren St.	Willow St., E.	Salina St.
Washington St.	Pine St.	University Ave.
Washington St.	West St., S.	East Dead End
Washington Square	Park St.	Around Square
Water St.	West St., S.	Erie Blvd., E.
Waverly Ave.	Irving Ave.	Ostrum Ave.
Wellesley Rd.	Strathmore Dr.	Glenwood Ave.
Webster Ave.	Colvin St., W.	Brighton Ave., W.
Wendell Terrace	Sedgwick Dr.	Grant Blvd.
Wellington Pl.	Forman Ave.	Irving Ave.
West St.	Genesee St., W.	Tracy St.
West St.	Onondaga St., W.	Franklin St.
Westcott St.	Fayette St., W.	Broad St.
Westminster Ave.	Kensington Rd.	End
Westmoreland Ave.	Erie Blvd., E.	Broad St.
Wheaton Rd.	Dorchester Ave.	Gray Ave.
White St.	South Ave.	Rich St.
Whittier Ave.	Wilbur Ave., S.	Avery Ave.
Whitwell Dr.	Park St.	Schiller Park
Wilbur Ave., S.	Delaware St.	Tompkins St.
Wilkinson St.	Plum St.	Dead End
Willis Ave.	Genesee St., W.	City Line
Williston Ave.	Butternut St.	Dead End
Willow St.	Townsend St., N.	Salina St., N.
Willow St.	Highland St.	Lodi St.
Willow St.	Clinton St., S.	Genesee St., W.

2021 -2022 Sweeping

Wilson St.
Wiman Ave.
Windsor Pl.
Winton St.
Wolf St.
Wolcott Terrace
Wood Ave.
Woodbine Ave.
Woodland Ave.
Woodland Ave.
Woodruff Ave.
Worden Ave.
Wyoming St.

James St.
Newell St., W.
Terrace Rd.
Burnet Ave.
Lodi St.
Wescott Ave
Salina St., S.
James St.
State St., S.
Garfield Ave.
Grant Blvd.
Grant Blvd.
Fayette St., W.

Boyden St.
Ostrander Ave., W.
Berkeley Dr.
Robinson St.
City Line
Fairdale
Mark Ave.
135 Woodbine Ave.
Garfield Ave.
Dead End
Elsner St.
Pershing Ave.
Gifford St.

2021/2022
"Exhibit B"

	FY20 Actual	FY21 Adopted	FY21 Projected	FY22 Proposed
Total Assessable Frontage	1,825,133	1,823,379	1,823,379	1,824,580
Cost per Assessable Front Footage				
A. Labor	0.3018	0.2656	0.2938	0.3242
B. New Equipment	0.1732	0.2161	0.1283	0.3946
C. Operating and Maint.	0.0551	0.0548	0.0466	0.0466
D. Debt Serv	0.0621	0.0620	0.0620	0.0619
Total	0.5922	0.5985	0.5307	0.8273
Average Cost Per Property Owner(40')	23.69	23.94	21.23	33.09

Department of Public Works

09 00526

Budget Summary

Detail Analysis Object of Expenditure

	FY20 Actual	FY21 Adopted	FY21 Projected	FY22 Proposed
100 Personal Services				
510100 Salaries	-	-	-	-
510200 Wages	402,429	322,330	399,174	429,866
510300 Temporary Services	-	-	-	-
510400 Overtime/Wages	85,392	75,000	75,000	75,000
510700 Night Shift Differential	2,112	-	-	-
510900 Out-Of-Title Pay (F)	226	-	-	-
511000 Uniform Allowance	4,250	4,750	4,000	4,750
100 Totals	494,409	402,080	478,174	509,616
200 Equipment				
520200 Office Equipment & Equipment	-	-	-	-
520600 Tools, Operating Equipment & Livestock	-	-	-	-
200 Totals	-	-	-	-
400 Contractual Expenses				
540110 Fuels	37,050	45,000	30,000	40,000
540210 Automotive Repairs Services	63,497	55,000	55,000	45,000
540552 Other Services	-	-	-	-
400 Totals	100,547	100,000	85,000	85,000
Total Departmental Expenses	594,956	502,080	563,174	594,616
590527 Sweeping & Flushing & Equip	316,139	394,000	234,023	720,000
590301 Social Security- General Government	20,745	33,313	27,458	31,900
590401 Workers' Comp - General Government	35,628	48,860	30,000	50,000
599011 Transfer to - Debt Service	113,393	113,043	113,043	112,970
Total Special Objects & Debt Service	485,905	589,216	404,524	914,870
Total Sweeping & Flushing Expenses	1,080,861	1,091,296	967,698	1,509,486



24 22 32-33

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

May 6, 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: Authorization of the 2021/2022 Sweeping Program

Dear Mr. Copanas:

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

- Ordinance authorizing the advertising of a public hearing, to be scheduled for the appropriate Council meeting, related to authorization of the 2021/2022 Sweeping Program, for all or part of the streets identified in "Appendix A."
- Ordinance authorizing the 2021/2022 Sweeping Program, for all or part of the streets identifies in "Appendix A" at a cost not to exceed \$1,509,486.

The Commissioner of Public Works will make such improvements by the use of City forces or by contract with a private entity entered into in the manner provided by law.

The costs of this program will be initially charged to account 09 00526, with the proceeds from an assessment on the premises fronting the identified streets reimbursing the City for the costs of this program, as shown in "Appendix B."

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Very truly yours,
Jeremy Robinson
Jeremy Robinson
Commissioner of Public Works

JR/jc
CC: Julie Castellitto, Assistant Budget Director
Robin St Hilaire, Secretary to Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

15

**ORDINANCE AMENDING ORDINANCE NO.
60-2021 AUTHORIZING A CONTRACT WITH
LAZ PARKING NY NJ LLC RELATIVE TO
PROVIDING OPERATION, SECURITY AND
MAINTENANCE SERVICES FOR THE FIVE
CITY OWNED PARKING GARAGES**

BE IT ORDAINED, that Ordinance No. 60-2021 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, an RFP Committee has recommended and the Mayor has approved the retention of Laz Parking NY NJ LLC, under the following terms:

- (1) Laz Parking NY NJ LLC shall provide all required parking garage operation, security and maintenance services for the five (5) City owned Parking Garages: Fayette Street Parking Garage, MONY-AXA Parking Garage, Center Armory Parking Garage, Washington Street Garage, and the Madison-Irving Parking Garage; and
- (2) The term of the contract shall be for three (3) years effective as of the date of execution with the option of up to two (2) renewal periods subject to the approval of the Mayor and Common Council; the time frame for the renewal periods will be designated by the City, and may be for up to a two-year time period; and
- (3) Laz Parking shall be compensated for the operating costs, which include security, operating staff, operating expenses and management fee as follows:
 - The total operating costs for Year One of the Agreement shall not exceed \$1,261,360.00;
 - The total operating costs for Year Two of the Agreement shall not exceed \$998,197.00; and
 - The total operating costs for Year Three of the Agreement shall not exceed \$1,016,463.00.
- (4) The total estimated cost for all services, including the new equipment, for this contract shall not exceed \$3,276,020.00

NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to the Department of Public Works Budget Account #01.81800.541500 or another appropriate account as designated by the Commissioner of Finance.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

June 17, 2021

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

RE: AMEND LEGISLATION TO CONTRACT WITH LAZ PARKING

Dear Mr. Copanas:

Please prepare legislation for consideration at the next meeting of the Common Council to:

Amend Ordinance No. 60 of 2021 authorizing a contract with LAZ Parking for the operation and maintenance of the City-owned public parking structures, on behalf of the Department of Public Works at a cost not to exceed \$2,938,739. Amend to increase funding by \$3,276,020 for the period of three (3) years, with two (2) year renewal option with the approval of the Mayor and the Common Council.

This additional funding is a result of final contract negotiations between the City and LAZ Parking as well as an increase in projected capital investments in the garages, namely revenue control equipment and closed-circuit security.

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

Sincerely,

Jeremy Robinson
Commissioner

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



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: June 8, 2021
SUBJECT: Amend Contract – LAZ Parking

On behalf of the Department of Public Works, I am requesting the City of Syracuse amend Ordinance #60-2021, authorizing a contract with LAZ Parking for the operation and maintenance of the City-owned public parking structures at a cost not to exceed \$2,938,739. Amend to increase funding to an amount not to exceed \$3,241,580 for a period of three (3) years, with two (2) year renewal option with the approval of the Mayor and the Common Council.

This additional funding is a result of final contract negotiations between the City and LAZ Parking as well as an increase in projected capital investments in the garages, namely revenue control equipment and closed-circuit security.

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

6/8/21

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE DEPARTMENT OF
PUBLIC WORKS TO PROCEED WITH THE 2021/2022
SANITARY/STORM SEWER RECONSTRUCTION
CAPITAL IMPROVEMENT PROJECT AT A COST NOT
TO EXCEED \$600,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$600,000 from the 2021/2022 Sewer Fund Unallocated Cash Capital Account to an account to be determined by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized to construct or replace sewers lines and manholes from the sanitary and combined sewers that have failed structurally for the Department of Public Works, in the manner provided by law.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: 2021/2022 **Sanitary/Storm Sewer Reconstruction Capital Improvement Program**

Dear Mr. Copanas:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Sewer Reconstruction Capital Improvement Project at a cost not to exceed \$600,000.

Said funds will be used to construct or replace sewer lines and manholes from the sanitary and combined sewers that have failed structurally.

Please appropriate funds from the 2021/2022 Sewer Cash Capital to an account to be determined by the Commissioner of Finance within the Department of Public Works Sewers Bureau, not to exceed \$600,000.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: David DeSocio, Superintendent of Sewers - DPW
Robin St. Hilaire, Secretary to the Commissioner - DPW
Jenna Vendetti, Administrative Officer-DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	June 2, 2021	Department:	Public Works
Project Name:	Sanitary/Storm Sewer Reconstruction		
Project Cost:	\$600,000		
Contact Name:	Jeremy Robinson - Commissioner of DPW		
Project Description:	Maintain and preserve the Sanitary/Storm Sewer System throughout the City of Syracuse during the 2021/2022 fiscal year		
Projected Time Line & Funding Source(s)			
Estimated Start Date:	July 1, 2021	Estimated Completion Date:	June 2023
Funding Source:	Dollar Amount		
Local Share: Cash Capital	\$600,000		
Local Share: Bonds (complete schedule below)			
State Aid/Grant (identify)			
Federal Aid/Grant (identify)			
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		\$600,000.	
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	2022		
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)			
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Reason("No"):			
Director of Administration:		Date: 6/8/21	
Director of Management & Budget:		Date: 6/8/21	
Commissioner of Finance:		Date: 6/9/21	

**ORDINANCE AUTHORIZING THE DEPARTMENT OF
PUBLIC WORKS TO PROCEED WITH THE 2021/2022
SEWERS CAPITAL EQUIPMENT PROGRAM AT A COST
NOT TO EXCEED \$394,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$394,000 from the 2021/2022 Sewer Fund Unallocated Cash Capital Account to an account to be determined by the Commissioner of Finance for the Department of Public Works; said funds are to be utilized for the purchase of vehicles for the Department of Public Works as detailed in the attached Schedule "A", in the manner provided by law.

Schedule A

2021 Ford F-150 XL	\$36,000.00
2023 Jet/Vac Truck	\$358,000.00
Total	\$394,000.00



27

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Request for Legislation: 2021/2022 Sewers Capital Equipment Program

Dear Mr. Copanas:

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

- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Sewers Capital Equipment Program at a cost not to exceed \$394,000.00

The vehicles that will be purchased through this program are listed in the attached "Schedule A." The Capital account to be used will be determined by the Commissioner of Finance to account for the costs of this program.

Please appropriate funds from the 2021/2022 Sewer Cash Capital to an account to be determined by the Commissioner of Finance within the Department of Public Works Sewers Bureau, not to exceed \$394,000.

Very truly yours,

Ann Fordock
Deputy Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: Robin St Hilaire, Secretary to the Commissioner-DPW
Jenna Vendetti, Administrative Officer-DPW
David DeSocio, Superintendent of Sewers-DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

2



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	6/2/2021	Department:	Public Works
Project Name:	2021/2022 CIP Sewer Equipment		
Project Cost:	\$394,000.00		
Contact Name:	Jeremy Robinson		
Project Description:	0) 2021 Ford F-150 XL SuperCrew and (1) 2023 Jet/Vac Truck		

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 Sewer Fund	\$394,000.00
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost): \$394,000.00	

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$0.00

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration:

Date:

7/1/21

Director of Management & Budget:

Date:

6-8-21

Commissioner of Finance:

Date:

6/9/21

Quotation



6803 Manlius Center Road, East Syracuse, NY 13057 phone (315) 437-1471 fax (315) 437-4041



Customer CITY OF SYRACUSE SEWER DPET
 Address 1200 CANAL STREET
 City, State, Zip Code SYRACUSE, NY 13210
 Contact Person RICH DEVESTY
 Phone Number _____ Fax Number _____
 Date of Quotation 4/14/2021 Quotation Price Good Through 8/5/2021
 Salesman Name JAY BARNWELL

Qty	New or Used	Description	Price
1	NEW	2023 WESTERN STAR 4700SB	\$388,474.00
		PER ATTACHED SPECS	
1	NEW	AQUATECH B10 PER ATTACHED QUOTE SHEET	
		SEWER JETTER, VAC ANF HYDROJETTER TRUCK	
		AUTOLEVEL WIND INCLUDED \$5,914	
		REMOTE LUBRICTION INCLUDED \$1,947	
		ROOTS 824 BLOWER ILO 624 INCLUDED \$7,395	
		CYCLONE SEPERATORS AND HYDRO -KIT INCLUDED	
		23' BOOM HOSE ILO 19' INCLUDED	
		PER SOURCEWELL CONTRACT #122017-HVC	
1	TRADE	2002 INTERNATIONAL #189 JET/VAC TRADE	-\$12,000.00
1	TRADE	2008 STERLING #183 JET/VAC TRADE	-\$21,000.00
Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-in allowance)			
			\$0.00

DETAILS OF PROPOSED TRANSACTION: CASH PRICE <u>\$388,474.00</u> -TRADE-IN (see above) <u>(\$33,000.00)</u> NET PRICE <u>\$355,474.00</u> SALES TAX (if applicable) _____ FET ON NET (if applic.) _____ WASTE TIRE TAX _____ TOTAL PRICE \$ 355,474.00	TERMS AVAILABLE:
---	--

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE...

 Sales Representative

Thank You

Friday April 23rd, 2021 11:32 AM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase ProposalAttention: **Richard E DeVesty**

Purchase Order#:

City of Syracuse DPW

Quote# 32139

1200 Canal St Ext

Syracuse NY13210

Phone: 315-448-8721 Fax:

Onondaga Bid 8771 2021

Mobile: 315-800-9611 Email: rdevesty@syr.gov.net

Item Description	Code	Qty	Your Price	MSRP
2021 Ford F-150 XL SuperCrew 4x4 6.5' Box	W1E	1	\$ 30,094.08	\$ 44,330.00
Oxford White	YZ	1	\$ 0.00	\$ 0.00
5.0L V8 -- XL, Inc w/ 8771 Bid	995	1	\$ 0.00	\$ 0.00
Electronic 10 speed automatic transmission	44G	1	\$ 0.00	\$ 0.00
Equipment Group 101A -- Crew Cab	101A	1	\$ 846.40	\$ 920.00
Running Boards, Black Platform	18B	1	\$ 230.00	\$ 250.00
Cruise Control Included w/ 101A	50S	1	\$ 0.00	\$ 0.00
Trailer Tow Package	53A	1	\$ 1,002.80	\$ 1,090.00
Trailer Brake Controller Included w/ 53A	67T	1	\$ 0.00	\$ 0.00
Reverse Sensing System Included w/ 101A	76R	1	\$ 0.00	\$ 0.00
XL Power Group - Super Cab Included w/ 101A	85A	1	\$ 0.00	\$ 0.00
Cloth 40/20/40 Front Seat	88M	1	\$ 0.00	\$ 0.00
Bedliner -- Spray-In	96W	1	\$ 547.40	\$ 595.00
LT265/70R17E BSW A/T	T7C	1	\$ 271.40	\$ 295.00
E-locking 3.73 axle	XL6	1	\$ 524.40	\$ 570.00
Cab Protector, Light Bracket For MiniBar		1	\$ 165.60	\$ 180.00
Cab Protector BackRack(original) Requires Mounting Kit.		1	\$ 423.20	\$ 460.00
Cab Protector BackRack Hardware Kit W/O Tool Box		1	\$ 161.00	\$ 175.00
Sound Off Signal Lo Pro LED Mini Bar		1	\$ 511.00	\$ 555.43
Delivery to Region 2	Reg 2	1	\$ 160.00	\$ 160.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first. Any attempt in canceling an order is subject to the manufacturers ability to cancel the order.	Total Price:		\$ 34,937.28	
Quantity on this Order: 1	Grand Total:		\$ 34,937.28	

To place an order please sign and date this proposal and return it to
Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 32139

Ordinance No.

2021

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
TWO HUNDRED SIXTY-FOUR THOUSAND
FIVE HUNDRED DOLLARS (\$264,500.00) TO
DEFRAY THE COST AND EXPENSE OF THE
DEPARTMENT OF PUBLIC WORKS 2021/2022
LODI STREET CONNECTOR PROJECT, PIN
NO. 3950.72**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Department of Public Works 2021/2022 Lodi Street Connector Project, PIN No. 3950.72, which will develop on-road bicycle facilities to serve as a connection between multiple neighborhoods, the Empire State trail, and existing bike network, covering approximately 1.5 miles, at a cost not to exceed Two Hundred Sixty-Four Thousand Five Hundred Dollars (\$264,500.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Two Hundred Sixty-Four Thousand Five Hundred Dollars (\$264,500.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Two Hundred Sixty-Four Thousand Five Hundred Dollars (\$264,500.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

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

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to

initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the

publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.

**ORDINANCE AUTHORIZING THE
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE
DEPARTMENT OF PUBLIC WORKS
2020/2021 LODI STREET CONNECTOR
PROJECT, PIN 3950.72 (PROJECT PREVIOUSLY
APPROVED BY ORDINANCE NO. 512-2019)
AT A COST NOT TO EXCEED \$264,500**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the 2020/2021 Lodi Street Connector Project, PIN 3950.72 (project previously approved by Ordinance No. 512-2019) for the Department of Public Works, at a total cost not to exceed \$264,500; said project shall develop on-road bicycle facilities to serve as a connection between multiple neighborhoods, the Empire State Trail, and existing bike network. The bicycle facilities will cover approximately 1.5 miles and all work will be within the City Right-of-Way or City owned parcels as detailed in the attached Schedule "A"; charging the cost thereof to proceeds of the sale of bonds in the amount of \$264,500 authorized contemporaneously herewith by ordinance of this Common Council.



28-29

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 3, 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: 2020/2021 Lodi Street Connector Project Authorization

Dear Mr. Copanas:

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

- Ordinance authorizing the sale and issuance of bonds for the 2020/2021 Lodi Street Connector, PIN 3950.72, at a cost not to exceed \$264,500.00
- Ordinance authorizing the Department of Public Works to proceed with the 2020/2021 Lodi Street Connector Project at a cost not to exceed \$264,500.00

Said funds are to be used for the previously approved Lodi Street Connector, PIN 3950.72, Ord. #512-19, which will develop on-road bicycle facilities to serve as a connection between multiple neighborhoods, Empire State Trail, and existing bike network. The bicycle facilities will cover approximately 1.5 miles and all work will be within City ROW or City owned parcels. Please see the attached "Schedule A" for the project details.

The City is expected to incur all initial costs for this project with subsequent 80% reimbursement from the Federal government through the Transportation Improvement Program (TIP).

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

Please reach out to me directly if you have any questions about this request.

Very truly yours,

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

Cc: Jenna Vendetti, Administrative Officer-DPW
Robin St. Hilaire, Secretary to the Commissioner of Public Works

16

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

SCHEDULE A

Project Name: LODI STREET CONNECTOR

Related items: Syracuse 2040 masterplan, Bike Infrastructure Masterplan, SMTC UPWP study items, NYS Transportation Alternatives Program.

Project Details:

Projected breakdown:

- Design 25%
- Construction 70%
- Construction Inspection 5%

Projected Timeline:

- Design – Summer '21
- Construction – Fall '21



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/03/21	Department:	Public Works
Project Name:	Lodi Street Connector		
Project Cost:	\$264,500.00		
Contact Name:	Jeremy Robinson		
Project Description:	The Lodi Street Connector project will develop on-road bicycle facilities to serve as a connection between multiple City neighborhoods, Empire State Trail, and existing bike lane network. The bicycle facilities will cover approximately 1.5 miles and all work will be within City ROW or City owned parcels.		

Projected Time Line & Funding Source(s)

Estimated Start Date: 8/1/2021

Estimated Completion Date: 6/31/2022

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	264,500.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	\$264,500.00

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2021	264,500
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$264,500.00

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration: 

Date: 9/10/21

Director of Management & Budget: 

Date: 6-8-21

Commissioner of Finance: 

Date: 6/9/21

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
ONE HUNDRED FIFTY THOUSAND DOLLARS
(\$150,000.00) TO DEFRAY THE COST AND
EXPENSE OF THE 2020/2021 STREET LIGHTING
LEGACY PRICING EXCEPTION
REPLACEMENT PRICING PROJECT**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the 2020/2021 Street Lighting Legacy Pricing Exception Replacement Pricing Project, which will replace end of lifespan street lighting equipment that is considered obsolete and past its useful life expectancy; new replacement poles will be installed in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Street Lighting Tariff, PSC 214, at a cost not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Hundred Fifty Thousand Dollars (\$150,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of One Hundred Fifty Thousand Dollars (\$150,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to

be issued falls within subdivision 5 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is ten (10) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the

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

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

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

Section 10. The validity of the bonds hereby authorized may be contested only if such obligations are authorized for an object or purpose for which the City of Syracuse is not authorized to expend money, or the provisions of law which should be complied with at the date of the publication of this ordinance are not substantially complied with, and an action, suit or proceeding

contesting such validity is commenced within twenty (20) days after the date of such publication, or such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance shall take effect immediately.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE
DEPARTMENT OF PUBLIC WORKS
2020/2021 STREET LIGHTING LEGACY
PRICING EXCEPTION REPLACEMENT
PRICING PROJECT AT A COST NOT TO
EXCEED \$150,000**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the 2020/2021 Street Lighting Legacy Pricing Exception Replacement Pricing Project for the Department of Public Works, at a total cost not to exceed \$150,000; said project shall replace end of lifespan street lighting equipment that is considered obsolete and past its useful life expectancy. New replacement poles will be installed in neighborhoods served by Legacy Pricing Exception equipment as listed in the National Grid Street Lighting Tariff, PSC 214; charging the cost thereof to proceeds of the sale of bonds in the amount of \$150,000 authorized contemporaneously herewith by ordinance of this Common Council.

30-31



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 3, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: 2020/2021 Street Lighting Legacy Pricing Exceptions Replacement

Dear Mr. Copanas:

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

- Ordinance authorizing the sale and issue of bonds to defray the costs of the 2020-2021 Street Lighting Legacy Pricing Exceptions Replacement Pricing Project at a cost not to exceed \$150,000.00
- Ordinance authorizing the Department of Public Works to proceed with the 2020-2021 Street Lighting Legacy Pricing Exception Replacement Pricing Project at a cost not to exceed \$150,000.00

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

These funds will be appropriated to an account to be determined by the Commissioner of Finance within the Department of Public Works

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

11



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	June 3, 2021	Department:	Public Works
Project Name:	Street Lighting Legacy Replacement		
Project Cost:	\$150,000		
Contact Name:	Jeremy Robinson - Commissioner of DPW		
Project Description:	Replace end-of-lifespan street lighting equipment that is considered obsolete and past its useful life expectancy during the 2020/2021 fiscal year		
Projected Time Line & Funding Source(s)			
Estimated Start Date:	June 25, 2021	Estimated Completion Date:	June 2022
Funding Source:	Dollar Amount:		
Local Share: Cash Capital			
Local Share: Bonds (complete schedule below)	\$150,000		
State Aid/Grant (identify)			
Federal Aid/Grant (identify)			
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		\$150,000.	
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	2021		
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)			
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Reason("No"):			
Director of Administration:		Date: 6/9/21	
Director of Management & Budget:		Date: 6-8-21	
Commissioner of Finance:		Date: 6/9/21	

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
SEVEN HUNDRED THOUSAND DOLLARS
(\$700,000.00) TO DEFRAY THE COST AND
EXPENSE OF THE DEPARTMENT OF PUBLIC
WORKS 2020/2021 PARKING GARAGE
REHABILITATION PROJECT**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the engineering services and construction needed for the Department of Public Works 2020/2021 Parking Garage Rehabilitation Project, to make structural and other repairs to City owned parking garages to ensure safety and structural integrity, at a cost not to exceed Seven Hundred Thousand Dollars (\$700,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Seven Hundred Thousand Dollars (\$700,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Seven Hundred Thousand Dollars (\$700,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

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

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's 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 THE
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE
DEPARTMENT OF PUBLIC WORKS
2020/2021 PARKING GARAGE
REHABILITATION PROGRAM AT A COST
NOT TO EXCEED \$700,000**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the 2020/2021 Parking Garage Rehabilitation Program for the Department of Public Works, at a total cost not to exceed \$700,000; said project shall make structural and other repairs to City owned parking garages to ensure safety and structural integrity; charging the cost thereof to proceeds of the sale of bonds in the amount of \$700,000 authorized contemporaneously herewith by ordinance of this Common Council.

32-33



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: **2020/2021 Parking Garage Rehabilitation Program**

Dear Mr. Copanas:

Please have the following legislation prepared and placed on the next Common Council meeting agenda:

- Ordinance authorizing the sale and issuance of bonds to defray the cost of the 2020/2021 Parking Garage Rehabilitation Program at a cost not to exceed \$700,000
- Ordinance authorizing the Department of Public Works to proceed with the 2020/2021 Parking Garage Rehabilitation Program at a cost not to exceed \$700,000

These funds will be used for engineering services and construction needed to make structural and other repairs to City-owned parking garages to ensure safety and structural integrity.

Funds are not to exceed \$700,000 and should be deposited into a Department of Public Works capital account to be determined by the Commissioner of Finance.

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov

Cc: Jenna Vendetti, Administrative Officer - DPW
Robin St. Hilaire, Secretary to the Commissioner of Public Works

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

12



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/04/21	Department:	Public Works
Project Name:	Parking Garage Rehabilitation Program		
Project Cost:	\$700,000		
Contact Name:			
Project Description:	The funds will be used for engineering services and construction needed to make structural and other repairs to City-owned parking garages to ensure safety and structural integrity		

Projected Time Line & Funding Source(s)

Estimated Start Date:	Estimated Completion Date:
Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	700,000
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$	\$ 700,000

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2021	\$700,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ \$410,000

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y Yes X NO

Director of Administration: [Signature] Date: 7 Jun 21

Director of Management & Budget: [Signature] Date: 6-8-21

Commissioner of Finance: [Signature] Date: 6/9/21

Ordinance No.

2021

**BOND ORDINANCE OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
SIX HUNDRED SEVENTY-SEVEN THOUSAND
DOLLARS (\$677,000.00) TO DEFRAY THE COST
AND EXPENSE OF THE DEPARTMENT OF
PUBLIC WORKS 2021/2022 PARKING GARAGE
REHABILITATION PROGRAM**

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

Section 1. For the specific object or purpose of providing funds to defray the cost and expense of the Department of Public Works 2021/2022 Parking Garage Rehabilitation Program, which will include the purchase and installation of new revenue control equipment and CCTV security camera technology upgrades for the City owned parking garages, at a cost not to exceed Six Hundred Seventy-Seven Thousand Dollars (\$677,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. Six Hundred Seventy-Seven Thousand Dollars (\$677,000.00) is estimated as the maximum cost of the specific object or purpose for which such bonds are to be issued.

Section 3. The plan for financing such specific object or purpose consists of the issuance and sale of bonds of the City of Syracuse in the principal sum of Six Hundred Seventy-Seven Thousand Dollars (\$677,000.00), thereby providing such sum for all the maximum cost of such specific object or purpose.

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

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

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

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's 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 THE PURCHASE
OF REVENUE CONTROL EQUIPMENT AND
CCTV TECHNOLOGY FOR THE DEPARTMENT
OF PUBLIC WORKS AS PART OF THE
2021/2022 PARKING GARAGE
REHABILITATION PROGRAM AT A COST
NOT TO EXCEED \$677,000**

BE IT ORDAINED, that this Common Council hereby authorizes the purchase of revenue control equipment and CCTV technology needed for the 2021/2022 Parking Garage Rehabilitation Program for the Department of Public Works, at a total cost not to exceed \$677,000; the upgrades for said project will allow for greater accessibility to the parking garages through the use of credit cards and significant reduction in labor costs through the increase in automation with regard to both security and revenue control; charging the cost thereof to proceeds of the sale of bonds in the amount of \$677,000 authorized contemporaneously herewith by ordinance of this Common Council.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

34-35

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

June 8, 2021

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

RE: REQUEST FOR LEGISLATION: 2021/2022 Parking Garage Rehabilitation Program

Dear Mr. Copanas:

Please prepare legislation for consideration at the next meeting of the Common Council:

- Ordinance authorizing the sale and issuance of bonds to defray the costs of revenue control equipment and closed-circuit security at the City-owned public parking structures at a cost not to exceed \$677,000.
- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Parking Garage Rehabilitation Program at a cost not to exceed \$677,000.

The City may supplement the program with bonded capital, state aid, or federal funds, if available.

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

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

Sincerely,

Ann Fordock
Deputy Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

13

A



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	6/8/2021	Department:	Public Works
Project Name:	Revenue Control Equipment and CCTV Security Upgrades		
Project Cost:	\$677,000		
Contact Name:	Jeremy Robinson, Commissioner of DPW		
Project Description:	To install new revenue control equipment and upgrades to the closed-circuit security system		

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 n/a

Local Share: Bonds (complete schedule below) \$677,000

State Aid/Grant (identify) n/a

Federal Aid/Grant (identify) n/a

Other (identify)

Other (identify)

Total Project Funding(must equal cost): \$677,000

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2022	\$677,000
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$677,000

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration:

Date:

Director of Management & Budget:

Date:

Commissioner of Finance:

Date:

[Handwritten signatures and dates]

Director of Administration: *[Signature]* Date: 8/10/21

Director of Management & Budget: *[Signature]* Date: 6-8-21

Commissioner of Finance: *[Signature]* Date: 6/8/21



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

June 8, 2021

Tim Rudd, Director of Budget
City Hall, Room 213
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION: 2021/2022 Parking Garage Rehabilitation Program

Dear Mr. Rudd:

Please prepare legislation for consideration at the next meeting of the Common Council:

- Ordinance authorizing the sale and issuance of bonds to defray the costs of revenue control equipment and closed-circuit security at the City-owned public parking structures at a cost not to exceed \$677,000.

- Ordinance authorizing the Department of Public Works to proceed with the 2021/2022 Parking Garage Rehabilitation Program at a cost not to exceed \$677,000.

Said funds are to be used to purchase and install revenue control equipment through the vendor FlashParking and a closed-circuit television security system through the vendor Ber-National.

The City may supplement the program with bonded capital, state aid, or federal funds, if available.

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

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

Sincerely,

Ann Fordock
Deputy Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT FORMAL ADVERTISING OR
COMPETITIVE BID, OF REVENUE CONTROL
EQUIPMENT AND CCTV TECHNOLOGY
SECURITY UPGRADES FOR THE CITY OF
SYRACUSE PARKING GARAGES FOR THE
DEPARTMENT OF PUBLIC WORKS DURING
THE FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of revenue control equipment and CCTV technology Security Upgrades from Flash Parking and Ber-National for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$677,000.00 without formal advertising or competitive bidding by reason of the fact that this equipment was selected by Laz Parking who pursuant to a contract with the City of Syracuse is responsible for the operation, maintenance and security of the City owned parking garages; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said revenue control equipment and CCTV technology Security Upgrades at a cost not to exceed \$677,000 charging the cost thereof to the appropriate account to be designated by the Commissioner of Finance and/or from the proceeds of the sale of bonds in the amount of \$677,000 authorized contemporaneously herewith by ordinance of this Common Council; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 8, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Request for Legislation - Waiver of Competitive Bid

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next scheduled Common Council Meeting authorizing a Waiver of Competitive Bid for the Department of Public Works to obtain revenue control equipment and closed-circuit security upgrades from FlashParking and Ber-National, respectively during Fiscal Year 2021/2022.

The City's parking garage operator, LAZ Parking, conducted a competitive bid on the City's behalf to obtain this equipment. These upgrades will allow for greater accessibility through the use of credit cards and significant reductions in labor costs through the increase in automation with regard to both security and revenue control.

The City will purchase this equipment with bonded capital, state aid, or federal funds, if available. The total expenditure for this purchase through June 30, 2022 shall not exceed \$677,000.

Thank you.

Sincerely,


Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

June 7, 2021

Tim Rudd, Director
Office of Management & Budget
City of Syracuse
233 E. Washington Street
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Rudd:

Please prepare legislation for consideration at the next meeting of the Common Council to authorize a waiver of competitive bid for the Department of Public Works to obtain revenue control equipment and closed-circuit security upgrades from FlashParking and Ber-National, respectively during Fiscal Year 2021/2022.

The City's parking garage operator, LAZ Parking, conducted a competitive bid on the City's behalf to obtain this equipment. These upgrades will allow for greater accessibility through the use of credit cards and significant reductions in labor costs through the increase in automation with regard to both security and revenue control.

The City will purchase this equipment with bonded capital, state aid, or federal funds, if available. The total expenditure for this purchase through June 30, 2022 shall not exceed \$677,000.

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

Sincerely,

Ann Fordock
Deputy Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF SAFETY SHOES FOR THE
DEPARTMENT OF PUBLIC WORKS AND OTHER
CITY DEPARTMENTS DURING THE FISCAL
YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of safety shoes from Grainger and Dival Safety for the Department of Public Works and other City departments during the fiscal year 2021/2022 at a cost hereinafter specified without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item; and

BE IT FURTHER ORDAINED, that the Director of the Office of Management and Budget is hereby authorized to purchase said safety shoes for the following departments at a cost not to exceed the maximum cost hereinafter specified and charging the cost thereof as follows:

<u>Department</u>	<u>Budget Account</u>	<u>Maximum Cost</u>
DPW	Appropriate Operating Dept. Account	\$ 30,000.00
Water	540850.05.83400	\$ 6,200.00
Fire	540850.01.34101	\$ 1,500.00
Police	540850.01.31231	\$ 2,325.00
Engineering	540850.01.80400	\$ 2,850.00
Division of Parks	540850.01.71100	\$ 5,300.00
Bureau of Sewers	540850.06.81100	\$ 4,500.00
Div. of Code Enforcement	540850.01.36210	\$ 2,550.00
Total Expenditures Authorized		\$55,225.00; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.

Schedule A - List of Accounts by Department

Dept of Public Works	Appropriate operating dept	\$30,000.00
Department of Water	540850 05 83400	\$6,200.00
Department of Fire	540850 01 34101	\$1,500.00
Department of Police	540850 01 31231	\$2,325.00
Department of Engineering	540850 01 80400	\$2,850.00
Division of Parks	540850 01 71100	\$5,300.00
Sewers	540850 06 81100	\$4,500.00
Codes Department	540850 01 36210	\$2,550.00
		\$55,225.00



37

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

June 7, 2021

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

RE: Annual Waiver Request for Safety Shoes

Dear Mr. Copanas:

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


- Ordinance authorizing the purchase of safety shoes without formal advertising and competitive bidding during the 2021/2022 fiscal year from the following vendors: Grainger and Dival.

This request will apply to the departments listed in the attached "Schedule A". These vendors offer boots at a reduced price compared to other competitors, and while they each offer a variety of sizes, styles and brands they do not offer the same sizes, styles and brands. Therefore, we need multiple vendors from which our employees may make purchases.

Total expenditures are estimated not to exceed \$55,225.00 and will be charged to the appropriate account listed in the attached "Schedule A".

Thank you.

Sincerely,


Timothy M. Rudd
Director of Management & Budget

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

cc: Jeremy Robinson, Commissioner of Public Works

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

9

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 3, 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Annual Waiver Request for Safety Shoes

Dear Mr. Rudd,

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

- Ordinance authorizing the purchase of safety shoes without formal advertising and competitive bidding during the 2021/2022 fiscal year from the following vendors: Grainger and Dival.

This request will apply to departments listed in the attached "Schedule A". These vendors offer boots at a reduced price compared to other competitors, and while they each offer a variety of sizes, styles and brands they do not offer the same sizes, styles and brands. Therefore, we need multiple vendors from which our employees may make purchases.

Total expenditures are estimated not to exceed \$55,225.00 and will be charged to an appropriate account listed in the attached "Schedule A".

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

Very truly yours,

Jeremy Robinson
Commissioner of Public Works

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

Office 315 448-2489
Fax 315 448-8531

www.syr.gov.net

Cc: Robin St. Hilaire, Secretary to Commissioner- DPW
Jenna Vendetti, Administrative Officer-DPW

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

ORDINANCE AUTHORIZING THE CITY OF SYRACUSE TO ACCEPT, OWN AND MAINTAIN THE CURED IN PLACE (CIP) SEWER PIPE LINING OF THE CITY OWNED SEWERS IN HIAWATHA BOULEVARD FROM SOLAR STREET TO ONONDAGA CREEK/INNER HARBOR, NORTH SALINA STREET FROM WOLF STREET TO DANFORTH STREET, NORTH SALINA STREET FROM COURT STREET TO BUTTERNUT STREET, AND NORTH STATE STREET FROM LODI STREET TO BUTTERNUT STREET TO BE COMPLETED AT NO COST TO THE CITY BY THE ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

WHEREAS, the Onondaga County Department of Water Environment Protection has requested that the City of Syracuse accept, own and maintain the Cured in Place (CIP) Sewer Pipe Lining of the City owned sewers in Hiawatha Boulevard from Solar Street to Onondaga Creek/Inner Harbor, North Salina Street from Wolf Street to Danforth Street, North Salina Street from Court Street to Butternut Street, and North State Street from Lodi Street to Butternut Street to be completed by the Onondaga County Department of Water Environment Protection at no cost to the City; and

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

BE IT ORDAINED, upon the recommendation of the City Engineer that this Common Council authorizes the permitting the Department of Public Works to accept, own, and maintain the above described infrastructure improvements constructed in the City Right of Way's by Onondaga County Department of Water Environment Protection (Onondaga County WEP), without cost to the City, in accordance with the plans and specifications approved by the City subject to the following conditions:

1. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** Onondaga County WEP shall endeavor to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within thirty (30) days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.
2. That traffic shall be maintained at all times during construction. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
3. That Onondaga County WEP their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
4. That Onondaga County WEP, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.

5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist.
7. That the City Engineer, the Commissioner of Water and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer, the Commissioner of Water and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with the plans and specifications prepared and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That Onondaga County WEP shall adequately and properly protect any existing underground utilities and monuments located within or near said installation. If any such property or facilities are interfered with or damaged, Onondaga County WEP, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer, Commissioner of Public Works, and the Commissioner of Water. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.
10. That Onondaga County WEP, its successors, assigns, and agents shall obtain and keep in force until for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Department of Engineering, 233 E Washington Street, Room 401 City Hall, Syracuse, New York 13202.
11. That Onondaga County WEP, its successors, assigns, and agents shall agree that the City, acting through its City Engineer, Commissioner of Public Works, and Commissioner of Water shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Onondaga County WEP, which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
12. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans and specifications prepared by r to the extent of the work involved in accommodating any existing utility or facility located within the City rights-of-way. Any

coordination with the various utility operators, private and/or public, is the responsibility of Onondaga County WEP.

13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Onondaga County WEP.
15. Onondaga County WEP shall inspect the lining and spot repair construction of the sewer to ensure the construction is being progressed in accordance w/the plans and specifications. Said Independent Inspector shall maintain and complete daily inspection reports/MURK forms and shall be submitted to the City weekly. The Independent Inspector shall observe all testing by testing firm. The Independent Inspector has the right to reject all material and workmanship not in conformance with the plans and specifications. The City shall be notified in advance of any and all testing so City Personnel can witness testing.
16. Onondaga County WEP/engineering consultant shall review and approve all shop drawings/material submittals for the pedestrian signals and associated pedestrian improvements in accordance with the plans and to City Standards and Specifications. All approved shop drawings and submittals shall be turned over to the City Engineer.
17. Onondaga County WEP shall follow all weather/seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W./easement and for infrastructure improvements which are to be handed over to the City.
18. The City shall provide reasonable advance notice to Onondaga County WEP of any defective workmanship related to the Sewer Lining. The City reserves the right to reject any and all materials, workmanship of the CIP lining and associated improvements at any time during construction.
19. Prior to acceptance of any construction to be handed over to the City, the County WEP and the City of Syracuse shall inspect the work and generate a punch list. As part of this process the County WEP shall provide the City with copies of the pre and post TV inspection of the lining operation. The contractor shall then complete any items on the punch list.
20. If Onondaga County WEP has retained an engineering consultant for this project, indemnification shall be required from Onondaga County WEP's engineer as there is no contractual design agreement between the City of Syracuse and Onondaga County WEP's engineer.
21. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed

surveyor to the City of Syracuse. All expenses for the above shall be paid for by Onondaga County WEP.

22. Upon completion of said work in accordance with the plans and specifications and to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, said sewer and associated Improvements and all rights and interests thereto shall pass to and become the property of the City of Syracuse.



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

04 June 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

Mr. John Copanas
City Clerk
233 E. Washington Street, Room 231
Syracuse, N.Y. 13202

Request for Legislation – Accept the Cured-in-Place (CIP) Sewer Pipe Lining of City Owned Sewers in Hiawatha Boulevard from Solar Street to Onondaga Creek/Inner Harbor, North Salina Street from Wolf Street to Danforth Street, North Salina Street from Court Street to Butternut Street, and North State Street from Lodi Street to Butternut Street to be Completed at No Cost to the City by Onondaga County Department of Water Environment Protection

Dear Mr. Copanas:

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

An Ordinance authorizing the City of Syracuse to Accept the Cured-in-Place (CIP) Sewer Pipe Lining of City Owned Sewers in Hiawatha Boulevard from Solar Street to Onondaga Creek/Inner Harbor, North Salina Street from Wolf Street to Danforth Street, North Salina Street from Court Street to Butternut Street, and North State Street from Lodi Street to Butternut Street to be Completed at No Cost to the City by Onondaga County Department of Water Environment Protection.

This department has reviewed, coordinated with other City departments and is of the opinion that the CIP sewer lining described in the plans and specifications on file at the City Engineer's office are to the benefit of the public. It is therefore, recommended that an ordinance be submitted for consideration by the Common Council permitting the Department of Public Works to accept own and maintain the above described infrastructure improvements constructed in the City Right of Way's by Onondaga County Department of Water Environment Protection (Onondaga County WEP).

Onondaga County WEP shall construct, without cost to the City, in accordance with the plans and specifications approved by the City, the CIP lining of the City owned sewers listed above which are the subjects of this action.

1. The plans and specifications required to construct all facilities subject to this ordinance shall be prepared by a Professional Engineer registered by the State of New York. **The plans for the work shall be approved by the City Engineer, and record drawings, including AutoCad and GIS formats on magnetic media referenced to New York State plane coordinate, Central Zone shall be provided to the City Engineer subsequent to the completion of the work.** Onondaga County WEP shall endeavor

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

www.syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

38

17

to provide a certification by a Professional Engineer as to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications approved by the City. As-built drawings and a certification of completion shall be submitted within thirty (30) days after the Department of Public Works has determined that the project is complete. If this information is not received, you will be subject to a \$500.00 penalty fee and additional collection fees if necessary.

2. That traffic shall be maintained at all times during construction. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the work is in progress.
3. That Onondaga County WEP their successors, assigns, and agents shall at all times defend and indemnify and save harmless the City of Syracuse, its officers and servants from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the CIP lining and spot repairs and associated improvements in said streets and shall defend and indemnify and save harmless said City from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said work is to be performed and maintained.
4. That Onondaga County WEP, its successors or assigns, shall within thirty (30) days from the adoption of this Ordinance execute and file in the Office of the City Clerk written acceptance of this permission and consent.
5. That all ordinances, rules and regulations of the City and its departments shall at all time be complied with including the Building Code of the City of Syracuse.
6. The work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist.
7. That the City Engineer, the Commissioner of Water and the Commissioner of Public Works shall be advised in advance of time when the work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the City Engineer, the Commissioner of Water and the Commissioner of Public Works.
8. All work shall be done in a skillful manner with reasonable dispatch and in accordance with the plans and specifications prepared and all conditions imposed by any laws, rules or regulations which may apply to the work. A dust and sediment and erosion control program shall be in effect for the duration of the project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.
9. That Onondaga County WEP shall adequately and properly protect any existing underground utilities and monuments located within or near said installation. If any such property or facilities are

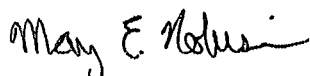
interfered with or damaged, Onondaga County WEP, or its successors and assigns, shall be responsible for replacement to the satisfaction of the City Engineer, Commissioner of Public Works, and the Commissioner of Water. Should the City Engineer determine that City facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the City Engineer.

10. That Onondaga County WEP, its successors, assigns, and agents shall obtain and keep in force until for the duration of this permission, a general liability insurance policy, in the amount of \$2,000,000, naming the City of Syracuse as an additional insured. A Certificate of said insurance shall be submitted to the Department of Engineering, 233 E Washington Street, Room 401 City Hall, Syracuse, New York 13202.
11. That Onondaga County WEP, its successors, assigns, and agents shall agree that the City, acting through its City Engineer, Commissioner of Public Works, and Commissioner of Water shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of Onondaga County WEP, which are necessary to ensure that the excavation of these City Streets does not damage or impair City utilities.
12. By consequence of the ordinance or subsequent approvals authorized by the ordinance, the City of Syracuse makes no representation, express or implied, as to the feasibility of the proposed plans and specifications prepared by r to the extent of the work involved in accommodating any existing utility or facility located within the City rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of Onondaga County WEP.
13. The construction and restoration permitted by the terms of this ordinance must be carried out and completed within two (2) years from the date of its adoption.
14. The foregoing conditions may be modified or expanded from time to time as agreed upon by the Corporation Counsel, City Engineer and Onondaga County WEP.
15. Onondaga County WEP shall inspect the lining and spot repair construction of the sewer to ensure the construction is being progressed in accordance w/the plans and specifications. Said Independent Inspector shall maintain and complete daily inspection reports/MURK forms and shall be submitted to the City weekly. The Independent Inspector shall observe all testing by testing firm. The Independent Inspector has the right to reject all material and workmanship not in conformance with the plans and specifications. The City shall be notified in advance of any and all testing so City Personnel can witness testing.
16. Onondaga County WEP/engineering consultant shall review and approve all shop drawings/material submittals for the pedestrian signals and associated pedestrian improvements in accordance with the plans and to City Standards and Specifications. All approved shop drawings and submittals shall be turned over to the City Engineer.

17. Onondaga County WEP shall follow all weather/seasonal limitations per City/NYS DOT specifications for all construction in the City R.O.W./easement and for infrastructure improvements which are to be handed over to the City.
18. The City shall provide reasonable advance notice to Onondaga County WEP of any defective workmanship related to the Sewer Lining. The City reserves the right to reject any and all materials, workmanship of the CIP lining and associated improvements at any time during construction.
19. Prior to acceptance of any construction to be handed over to the City, the County WEP and the City of Syracuse shall inspect the work and generate a punch list. As part of this process the County WEP shall provide the City with copies of the pre and post TV inspection of the lining operation. The contractor shall then complete any items on the punch list.
20. If Onondaga County WEP has retained an engineering consultant for this project, indemnification shall be required from Onondaga County WEP's engineer as there is no contractual design agreement between the City of Syracuse and Onondaga County WEP's engineer.
21. All monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the City of Syracuse. All expenses for the above shall be paid for by Onondaga County WEP.
22. Upon completion of said work in accordance with the plans and specifications and to the satisfaction of the City Engineer and the Commissioner of Public Works as herein provided, said sewer and associated Improvements and all rights and interests thereto shall pass to and become the property of the City of Syracuse.

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

Very truly yours,



Mary E. Robison, P.E.
City Engineer

CC: Jeremy Robinson, DPW Commissioner

Onondaga County WEP Sewer Lining List - City Owned Sewers

Location	Type	Sewer Diameter
Hiawatha Blvd. from Solar Street to Onondaga Creek/Inner Harbor	Storm	27"
North Salina Street from Wolf Street to Danforth Street	Combined	15" , 18" , 20" x 30"
North Salina Street from Court Street to Butternut Street	Combined	15" , 18" , 22" x 33" , 26" x 39" , 28" x 42"
North State Street from Lodi Street to Butternut Street	Combined	24" , 42"

Onondaga County WEP Sewer Lining List - City Owned Sewers

Approximate Length (feet)
1,040
2,570
3,940
3,630

Ordinance No.

2020

AN ORDINANCE AMENDING ORDINANCE NO. 246-2011 AS LAST AMENDED BY ORDINANCE NO. 333-2020 AUTHORIZING THE COUNTY OF ONONDAGA AND THE ONONDAGA COUNTY SANITARY DISTRICT, (COLLECTIVELY "THE COUNTY") PURSUANT TO SECTION 3.4 OF THE INTERMUNICIPAL AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY OF SYRACUSE, THE SYRACUSE URBAN RENEWAL AGENCY, THE SYRACUSE INDUSTRIAL DEVELOPMENT AGENCY, THE SYRACUSE CITY SCHOOL DISTRICT (COLLECTIVELY "THE CITY") ON OR ABOUT JULY 26, 2007, AND PARAGRAPH 13 OF AMENDMENT NO. 1 TO SAID AGREEMENT DATED ON OR ABOUT AUGUST 2009, TO ACCESS THE CITY PROPERTIES LISTED AT APPENDIX A TO INSTALL AND MAINTAIN GREEN INFRASTRUCTURE, INCLUDING BUT NOT NECESSARILY LIMITED TO LANDSCAPE AND OTHER GREEN INFRASTRUCTURE RELATED IMPROVEMENTS ON REAL PROPERTY OWNED BY THE CITY

BE IT ORDAINED, that Ordinance No. 246-2011 as last amended by Ordinance No. 333-

2020 is hereby amended to read as follows:

WHEREAS, the CITY and COUNTY agree that it is in their respective mutual benefit and in the public interest to cooperate and collaborate on the development and implementation of green infrastructure projects as may be promoted, undertaken and/or funded either (a) by the COUNTY and the Sanitary District pursuant to the ACJ as amended to incorporate green infrastructure as a component of ACJ Projects, and/or (b) by the CITY in furtherance of the CITY'S green initiatives; and

WHEREAS, the CITY recognizes that supporting the objectives of the ACJ requires establishing a framework that supports the development, implementation and long term

maintenance of green infrastructure throughout those areas of the CITY that are served by a combined sanitary and storm sewer system; and

WHEREAS, the CITY also recognizes that a long term commitment to supporting the development, implementation and long term maintenance of green infrastructure throughout those areas of the CITY that are served by, or are tributary to a combined sanitary and storm sewer system will also facilitate compliance with the CITY'S stormwater permit obligations and that it is therefore in the long term interest of the CITY to encourage and promote development and implementation of green infrastructure to the maximum extent possible; and

WHEREAS, the CITY has previously agreed to support the use of green infrastructure as a means of achieving the objectives of the CSO component of the ACJ; and

WHEREAS, an advantage of green infrastructure technology is that it can be implemented on an ongoing basis at varying extent throughout a CSO service area as opportunities to do so are identified; and

WHEREAS, Federal and State financial assistance for green infrastructure projects will require that the applicant be able to demonstrate a sufficient legal interest in property to obtain continuing access to construct the project and to verify that the project is being maintained and operated as required by the terms of the grant and/or loan; and

WHEREAS, the creation of a legal mechanism that can provide for access to and/or a rapid transfer of an interest in property to qualify for certain forms of financial assistance is necessary to most effectively maximize opportunities to develop, implement and obtain federal and State funding for green infrastructure projects as these opportunities arise; and

WHEREAS, the COUNTY has agreed to cover all green infrastructure cost of the construction costs associated with implementation of the green infrastructure projects covered by

this Permission Ordinance as set forth in the revised and amended 2021 Appendix "A" (2021 Green Infrastructure Candidate Project List) which is annexed hereto; and

WHEREAS, the CITY is agreeable to allow the COUNTY to install the proposed green infrastructure projects (the "Project" or "Projects"), as described in general terms in the amended 2021 Appendix A within, and upon the Project Sites listed in the amended 2021 Appendix A; and

WHEREAS, the COUNTY has determined that the projects for which access is being sought pursuant to this Permission Ordinance are either Type II Actions under the State Environmental Quality Review Act ("SEQR") or will not result in significant environmental impacts; and

WHEREAS, the CITY, upon review of the listed projects, tentatively concurs subject to further review by the CITY Engineer as provided herein that no further action is required under that statute; and

WHEREAS, this Permission Ordinance is granted subject to further review and approval of each Project and proposed improvement listed in the revised and amended 2021 Appendix A (2021 Green Infrastructure Candidate Project List) by the CITY Engineer;

NOW, THEREFORE, BE IT ORDAINED:

1. Subject to the provisions of Paragraph 21 with respect to any project or projects not constructed within the period specified therein, this Permission Ordinance shall run from the date of its acceptance by the COUNTY for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this Ordinance will be amended each year to add additional projects for that year's construction season in accordance with the terms set forth herein.

2. That except as the site may be modified by implementation of a green infrastructure project undertaken pursuant to this Permission Ordinance, at the termination of this Ordinance the County or its officers, representatives, agents, employees, contractors or their subcontractors shall leave the site in a condition reasonably consistent with that existing before the commencement of this Ordinance.

3. That the CITY hereby authorizes the COUNTY to enter the Project Sites listed in the revised and amended 2021 Appendix A (2021 Green Infrastructure Candidate Project List) for the purposes of commencing and completing the Projects listed in said Appendix, subject to the COUNTY accepting the terms and conditions set forth below by written Acknowledgment and Acceptance transmitted to the appropriate CITY official responsible for oversight of the specific parcels in question, as may be identified by the Corporation Counsel from time to time, with a copy to the City's Corporation Counsel within sixty (60) days of the effective date of this Ordinance: the COUNTY shall construct, without cost to the CITY and in accordance with plans, specifications and final locations as provided by the COUNTY to the CITY Engineer and as approved by said CITY Engineer and the Commissioner of Public Works, the appurtenances, pavement, landscape improvements and other related installations, including, where appropriate, installation of infrastructure to support charging stations for electrically powered vehicles, (the "Work") which are the subjects of this action. Final Acceptance of all Work performed pursuant to this Permission Ordinance shall be subject to the approval of the CITY Engineer and Commissioner of Public Works. Any variance from the City sidewalk ordinance is subject to additional approval from the Common Council.

4. That the plans and specifications required for constructing all facilities subject to this Permission Ordinance shall be prepared by a Professional Engineer registered by the State of New York. The COUNTY shall provide the CITY with plans indicating as-built conditions of the WORK and any relocated water lines and/or other utilities affected by the construction with locations of all facilities appropriately referenced to monuments. Said plans shall be submitted to the City Commissioner of Public Works, the City Engineer and Commissioner of Water for review and comment in regard to interests of concern to such CITY officials respectively. A professional engineer shall certify to the accuracy of the as-built drawings and attest to the fact that the improvements were constructed in conformity with the plans and specifications as reviewed and approved by the City Engineer as set forth above. Copies of as-built plans shall be provided to the CITY as follows: two copies each of digital files in the most recent version of AutoCAD on compact disks, reproducible vellum and paper. The Commissioner of Public Works, the City Engineer or the Commissioner of the Department of Water may request copies of the files in an earlier version of AutoCAD compatible with the software used by the department. The COUNTY shall provide the CITY a certification from the project engineer that all work has been completed in accordance with approved plans and specifications and any approved change orders.

5. That traffic shall be maintained at all times during construction by the COUNTY acting through its contractors and agents. The entire excavation of said Work, if any shall be required, is to be protected by suitable guards and signals both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury while the Work is in progress.

6. That the COUNTY, as a self-insured municipal government, shall require that its contractors, subcontractors and agents performing the Work or entering upon the Project Site, shall obtain and keep in force for the duration of the Work, a general liability insurance policy, in the amount of \$1,000,000, naming the CITY as an additional insured. In addition, the COUNTY shall require that all Project contractors obtain and keep in force workers compensation insurance

in accordance with New York State law. A Certificate of said insurance shall be submitted to the CITY with a copy to the Office of the City Engineer, 233 E. Washington Street, Room 401 City Hall, Syracuse, NY 13202. The COUNTY can satisfy the aforementioned insurance requirement by providing that all of its contractors performing the Project Work obtain the required insurance and submit the required certificates to the CITY.

7. That the COUNTY, its successors, assigns, and agents shall agree that the CITY, acting through the CITY Engineer, shall have the authority to request any on site investigations, excavations or actions, to be taken at the sole expense of the COUNTY, which are necessary to ensure that the excavation does not damage or impair CITY utilities. By consequence of the Permission Ordinance or subsequent approvals authorized by this Ordinance, the CITY makes no representation, express or implied, as to the feasibility of the proposed plans or Work or to the extent of Work involved in accommodating any existing utility or facility located within the CITY rights-of-way. Any coordination with the various utility operators, private and/or public, is the responsibility of the COUNTY.

8. A. That the COUNTY, its successors, assigns, and agents shall at all times defend and indemnify and save harmless, the CITY, its officers and employees from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such Work in relation to the Project(s) or arising in any way out of the operations pursuant to this Permission Ordinance, and shall defend and indemnify and save harmless said CITY from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said Work is to be performed and maintained, alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the COUNTY.

8. B. That the CITY, its successors, assigns, and agents shall at all times defend and indemnify and save harmless the COUNTY, its officers and employees, from any and all liability and from any and all claims, damages, costs and expenses of every name and nature to person or property which may accrue or grow out of the installation, operation, and maintenance of such Work in relation to the Project(s) or arising in any way out of the operations pursuant to this Permission Ordinance, and shall defend and indemnify and save harmless said COUNTY from all costs, damages and expenses by reason of any damages or injuries to any gas pipe, water pipe, sewers, other utilities, pipes or construction work now located in, under and along the surface of said street at the point and place or places where said Work is to be performed and maintained, alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the CITY.

9. That the COUNTY shall within sixty (60) days from the transmission by the City Clerk or Corporation Counsel of a certified copy of this amended 2020 Permission Ordinance evidencing its adoption, execute and file with the City Clerk, a written acceptance of this permission and consent with a copy to the Corporation Counsel, the City Engineer and the Commissioner of Public Works.

10. That all ordinances, rules and regulations of the CITY and its departments shall at all times be complied with, including but not limited to the Building Code and Property Conservation Code of the CITY of Syracuse.

11. That the Work shall be subject to street cut and repair permitting process administered by the Commissioner of Public Works and any other standard permitting processes that exist. Notwithstanding the foregoing sentence, in consideration of the significant improvements to CITY owned property and the environmental benefits expected to accrue from the Work covered by this Permission Ordinance, the CITY agrees to waive applicable fees regarding green infrastructure projects that take place within parking lots, that replace sidewalks, and that involve full street reconstruction.

12. That the CITY Engineer and the Commissioner of Public Works shall be advised in advance of time when the Work is to be done and the work of installation, including shoring, protection of pipes and facilities and other safety measures, shall be subject to the supervision of the CITY Engineer and the Commissioner of Public Works.

13. Subject to the approval of the CITY Engineer permission may be granted by the CITY for installation of other utilities, including, where appropriate, installation of infrastructure to support charging stations for electrically powered vehicles, to cross the area to be occupied by the proposed facilities.

14. That all the Work shall be done in a skillful manner with reasonable dispatch and in accordance with plans and specifications and all conditions imposed by any laws, rules or regulations which may apply to the Work. Where applicable, a dust and sediment and erosion control program shall be in effect for the duration of the Project to prevent a nuisance and to prevent interference with or damage to adjacent property, streets, sewers and drainage courses.

15. That the COUNTY and its contractors shall adequately and properly protect any existing underground utilities located within or near said installation. If any such property or facilities are interfered with or damaged, the COUNTY, or its successors and assigns, shall be responsible for replacement to the satisfaction of the CITY Engineer. Notwithstanding the foregoing sentence, however, the COUNTY and/or its contractors shall not be responsible for replacing any utility, property or facility that is determined to be in such a state of disrepair, deterioration, age or other like condition, that it cannot be determined with reasonable certainty that any interference or damage has resulted from the Work to be undertaken by the COUNTY and its contractors pursuant to this Permission Ordinance. Should the CITY Engineer determine that CITY facilities or utilities require relocation, temporary support or other modification as a result of this Work, said modifications shall be made as directed by the CITY Engineer.

16. That the COUNTY, its successors, assigns, and agents shall, upon request by the CITY, permit the construction, installation, repair, replacement and removal of any and all utilities necessary at any time in the future to be located or placed within said lines and appurtenances; and the COUNTY shall agree to assume any excess of the normal cost of installation of such utilities occasioned by the existence of said lines and appurtenances in said streets.

17. That subject to the provisions of paragraph 2 of this Permission Ordinance, upon completion of each Project listed in Appendix A and upon acceptance and approval of the property restoration by the CITY Engineer and the Commissioner of Public Works, the use, operation and maintenance of the property and utilities located therein will be subject to all laws, rules, ordinances and procedures which apply to said property and utilities throughout the CITY.

18. That the Syracuse Department of Water shall be notified when any water mains are exposed so its condition may be inspected. All utility installations must maintain a minimum of three (3) foot separation from the water main joints, tees and valves. All utilities shall be installed in accordance with Ten State Standards which require ten (10) foot horizontal clearance from water main and service lateral and eighteen (18) inch vertical clearance at crossing of water main.

19. That all monuments shall be referenced prior to construction. If any monuments are disturbed or moved, the monuments shall be replaced in the same location and recertified by a licensed surveyor to the CITY. All expenses for the above shall be paid for by the COUNTY.

20. That the COUNTY shall be responsible for maintenance of green infrastructure project components constructed or installed by the COUNTY upon CITY property pursuant to this Permission Ordinance. Such maintenance may consist of sweeping, vacuuming, landscaping, as well as repair or replacement of porous pavement and/or concrete. For green infrastructure projects installed pursuant to this PERMISSION ORDINANCE, maintenance by the COUNTY will include vacuuming of porous pavements consistent with recommended porous pavement maintenance guidelines, as well as maintenance (clean and reset) catch basin filter inlets and sumps that are part of components of any such project. The CITY shall remain responsible for all other maintenance (except for any green infrastructure components) of CITY property upon which green infrastructure is installed pursuant to this Permission Ordinance.

21. That the construction and restoration permitted by the terms of this Permission Ordinance must be commenced by December 31 of the year of its adoption. The parties acknowledge and agree that continuing access by the COUNTY to property upon which green infrastructure is installed pursuant to this Permission Ordinance is essential to maintaining compliance of the CSO capture requirements of the ACJ and any State and/or Federal permits that may be issued to the COUNTY and/or the CITY implementing Federal and State water pollution control requirements. , Therefore, nothing contained herein is intended nor shall it be construed as limiting the COUNTY'S right under this Permission Ordinance to continued access to the property for purposes of inspecting, maintaining and replacing any and all green infrastructure projects constructed or installed pursuant to this Permission Ordinance for so long as the PERMISSION ORDINANCE authorized herein remains in effect for COUNTY maintenance and inspection purposes to meet the continuing requirements of the ACJ and any State and/or Federal grants or permits that may be issued to the County in order to implement the projects authorized herein.

22. That the COUNTY shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided. All other provisions of the Ordinance shall remain in place.

23. That the foregoing conditions may be modified or expanded from time to time as agreed upon in writing by the Corporation Counsel, CITY Engineer and the COUNTY, provided however that the parties recognize that certain modifications may require the approval of their respective legislative bodies in accordance with applicable law; and

BE IT FURTHER ORDAINED, that the City and County hereby agree that the following provisions shall apply to the West Fayette Street Sewer Separation Project:

1. Plans and specifications will be provided to the City Engineer Department of Public Works and Department of Water for final review and approval as to the impact on CITY streets, sewers and water system, including Maintenance and Protection of Traffic Plans, prior to preparation of final contract and bid documents.

2. The Commissioner of Public Works, in consultation with the City Engineer, shall provide to the COUNTY technical specifications setting forth reasonable standards for street repair and restoration which the COUNTY shall incorporate into its final plans and bid documents. The COUNTY agrees to require its contractor(s) to comply with said standards and technical specifications with respect to street repair and restoration unless otherwise agreed to by the Commissioner of Public Works.

3. Once plans and specifications have been reviewed and approved as set forth above, the COUNTY will cause bid packages to be prepared from such approved plans and specifications and shall secure competitive bids for the construction of the WORK, as required by General Municipal Law § 103. The COUNTY shall let all contracts for construction of the WORK. The COUNTY will coordinate a pre-construction site inspection for all parties including representatives from the City DPW, Department of Engineering and Department of Water.

4. The COUNTY shall supervise all construction, or cause such construction to be supervised, to assure that the WORK will be constructed in accordance with the final approved plans and specifications, as the same may be amended from time to time in a safe, efficient and workmanlike fashion. The contractor(s) selected by the COUNTY shall be responsible for the implementation of Maintenance and Protection of Traffic Plans and for obtaining from the Department of Public Works and complying with the terms and conditions of the CITY's street cut permit and all applicable ordinances governing use and restoration of CITY streets and the CITY water system.

5. The City Commissioner of Public Works, the City Engineer and Commissioner of the Department of Water shall review and approve all changes to the plans and specifications

proposed during construction which involve any CITY-owned facilities, and improvements constructed within the CITY right-of-way prior to construction of those changes.

6. Water Service Replacement: In the event that the COUNTY encounters a CITY water main or service lateral:

(i) The COUNTY shall coordinate with the City Water Department in regard to planning for existing and future water mains and service laterals, and the COUNTY and the CITY shall endeavor to prevent or minimize disruptions to service.

(ii) The COUNTY shall sever and cap abandoned water services at the trench line at its expense, unless it is determined by the COUNTY, in consultation with the City Department of Water, that a particular abandoned water service has been substantially disturbed or is unable to be capped then it shall be capped at the water main (at the corporation valve) and the COUNTY will provide the CITY with locations of capped and abandoned services.

(iii) The COUNTY shall provide the City Commissioner of Water with all specifications related to water service removal, replacement, modification, or improvements, for the Commissioner of Water's review and approval prior to the issuance of the water service related bid or bid addendum.

(iv) Active Lead or Galvanized Iron Water Services: The COUNTY agrees to replace with copper pipes, to the satisfaction of the City Commissioner of Water, all, if any, active water services having either lead or galvanized iron lines that are disturbed and/or exposed by the WORK. In addition, in all such cases, the active water services shall be replaced from the water main beginning with a new corporation valve up to and including a new curb stop. If the service between the curb stop to the meter is disturbed and/or exposed as a result of this WORK, the COUNTY or its contractor or agent will be responsible for the repair and/or replacement of the service back to the undisturbed area to the satisfaction of the Commissioner of Water.

(v) During the course of the WORK, the City Departments of Water and Public Works shall have the right to conduct normal operations and maintenance within the WORK area.

(vi) The COUNTY and its contractors shall proceed in a manner consistent with the Department of Water's rules and regulations; including, but not limited to, following all official directives of the Commissioner of Water or his authorized designee on all work involving CITY water lines. It is further understood that failure to proceed as indicated above may result in suspension of the contractor's street cut permit, or such other penalties or actions that are specifically addressed by the Water Department's rules and regulations.

(vii) The COUNTY will maintain and protect existing CITY of Syracuse water facilities in proximity to the project in accordance with practices acceptable to the Department of Water. Surface facilities exposed by the WORK, such as valve boxes, curb boxes and hydrants shall be reinstalled plumb and clear of debris regardless of condition prior to exposure. The City Department of Water will provide valve boxes, curb boxes, hydrants, and like material when the CITY deems the structure to be defective or obsolete. Removal of any water main or

appurtenances to facilitate construction shall be allowed only with the approval of the Commissioner of Water or the Commissioner's designated representative, which shall not be unreasonably withheld. A plan setting forth the details of the actions and practices which will be employed in protecting and maintaining the water mains and appurtenances shall be prepared by the COUNTY or its designated representative or contractor and submitted to the Commissioner of Water for approval which shall not be unreasonably withheld. The COUNTY agrees that it will require its contractor on the project to replace, as directed by the Commissioner of Water, any section of existing water main that is exposed. Any disturbance of a water main or appurtenance by the COUNTY or its contractor shall be repaired and/or restored back to the undisturbed area by the COUNTY to the satisfaction of the Commissioner of Water.

7. As part of the final acceptance the CITY shall require that the COUNTY provide a final TV/Video Inspection Log of the completed sewer to the CITY.

8. The CITY owns and is responsible for the specific stormwater sewers in the immediate project area. Accordingly, the parties agree that the CITY shall own and continue to operate the resulting stormwater conveyance system improvements. EXCEPT as part of the Connective Corridor Construction Project the COUNTY shall fund the construction of a Water Quality Treatment Unit, which is a required component of the storm sewer conveyance construction pursuant to this agreement. Said Water Quality Treatment Unit upon completion shall be owned and maintained by the COUNTY.

9. The COUNTY shall include in its construction contract documents a requirement for the contractor to provide the CITY with a two (2) year warranty materials and performance bond for work performed herein.

10. The COUNTY in coordination with the CITY shall provide information to the public in the project area concerning the nature of the project and related construction activities, to advise of potential impacts;

and,

BE IT FURTHER ORDAINED, that the City and the County hereby agree that the following provisions shall apply to the Grand Avenue Road Reconstruction/Sewer Separation Project:

1. Plans and specifications will be provided to the City Engineer Department of Public Works and Department of Water for final review and approval as to the impact on CITY streets, sewers and water system, including Maintenance and Protection of Traffic Plans, prior to preparation of final contract and bid documents.

2. The Commissioner of Public Works, in consultation with the City Engineer, shall provide to the COUNTY technical specifications setting forth reasonable standards for street repair and restoration which the COUNTY shall incorporate into its final plans and bid documents. The COUNTY agrees to require its contractor(s) to comply with said standards and technical

specifications with respect to street repair and restoration unless otherwise agreed to by the Commissioner of Public Works.

3. Once plans and specifications have been reviewed and approved as set forth above, the COUNTY will cause bid packages to be prepared from such approved plans and specifications and shall secure competitive bids for the construction of the WORK, as required by General Municipal Law § 103. The COUNTY shall let all contracts for construction of the WORK. The COUNTY will coordinate a pre-construction site inspection for all parties including representatives from the City DPW, Department of Engineering and Department of Water.

4. The COUNTY shall supervise all construction, or cause such construction to be supervised, to assure that the WORK will be constructed in accordance with the final approved plans and specifications, as the same may be amended from time to time in a safe, efficient and workmanlike fashion. The contractor(s) selected by the COUNTY shall be responsible for the implementation of Maintenance and Protection of Traffic Plans and for obtaining from the Department of Public Works and complying with the terms and conditions of the CITY's street cut permit and all applicable ordinances governing use and restoration of CITY streets and the CITY water system.

5. The City Commissioner of Public Works, the City Engineer and Commissioner of the Department of Water shall review and approve all changes to the plans and specifications proposed during construction which involve any CITY-owned facilities, and improvements constructed within the CITY right-of-way prior to construction of those changes.

6. Water Service Replacement: In the event that the COUNTY encounters a CITY water main or service lateral:

(i) The COUNTY shall coordinate with the City Water Department in regard to planning for existing and future water mains and service laterals, and the COUNTY and the CITY shall endeavor to prevent or minimize disruptions to service.

(ii) The COUNTY shall sever and cap abandoned water services at the trench line at its expense, unless it is determined by the COUNTY, in consultation with the City Department of Water, that a particular abandoned water service has been substantially disturbed or is unable to be capped then it shall be capped at the water main (at the corporation valve) and the COUNTY will provide the CITY with locations of capped and abandoned services.

(iii) The COUNTY shall provide the City Commissioner of Water with all specifications related to water service removal, replacement, modification, or improvements, for the Commissioner of Water's review and approval prior to the issuance of the water service related bid or bid addendum.

(iv) Active Lead or Galvanized Iron Water Services: The COUNTY agrees to replace with copper pipes, to the satisfaction of the City Commissioner of Water, all, if any, active water services having either lead or galvanized iron lines that are disturbed and/or exposed by the WORK. In addition, in all such cases, the active water services shall be replaced from the water

main beginning with a new corporation valve up to and including a new curb stop. If the service between the curb stop to the meter is disturbed and/or exposed as a result of this WORK, the COUNTY or its contractor or agent will be responsible for the repair and/or replacement of the service back to the undisturbed area to the satisfaction of the Commissioner of Water.

(v) During the course of the WORK, the City Departments of Water and Public Works shall have the right to conduct normal operations and maintenance within the WORK area.

(vi) The COUNTY and its contractors shall proceed in a manner consistent with the Department of Water's rules and regulations; including, but not limited to, following all official directives of the Commissioner of Water or his authorized designee on all work involving CITY water lines. It is further understood that failure to proceed as indicated above may result in suspension of the contractor's street cut permit, or such other penalties or actions that are specifically addressed by the Water Department's rules and regulations.

(vii) The COUNTY will maintain and protect existing CITY of Syracuse water facilities in proximity to the project in accordance with practices acceptable to the Department of Water. Surface facilities exposed by the WORK, such as valve boxes, curb boxes and hydrants shall be reinstalled plumb and clear of debris regardless of condition prior to exposure. The City Department of Water will provide valve boxes, curb boxes, hydrants, and like material when the CITY deems the structure to be defective or obsolete. Removal of any water main or appurtenances to facilitate construction shall be allowed only with the approval of the Commissioner of Water or the Commissioner's designated representative, which shall not be unreasonably withheld. A plan setting forth the details of the actions and practices which will be employed in protecting and maintaining the water mains and appurtenances shall be prepared by the COUNTY or its designated representative or contractor and submitted to the Commissioner of Water for approval which shall not be unreasonably withheld. The COUNTY agrees that it will require its contractor on the project to replace, as directed by the Commissioner of Water, any section of existing water main that is exposed. Any disturbance of a water main or appurtenance by the COUNTY or its contractor shall be repaired and/or restored back to the undisturbed area by the COUNTY to the satisfaction of the Commissioner of Water.

7. As part of the final acceptance the CITY shall require that the COUNTY provide a final TV/Video Inspection Log of the completed sewer to the CITY.

8. The CITY owns and is responsible for the specific sewers in the immediate project area. Accordingly, the parties agree that the CITY shall own and continue to operate the resulting stormwater conveyance system improvements.

9. The COUNTY shall include in its construction contract documents a requirement for the contractor to provide the CITY with a two (2) year warranty materials and performance bond for work performed herein.

10. The COUNTY in coordination with the CITY shall provide information to the public in the project area concerning the nature of the project and related construction activities, to advise of potential impacts.

11. That traffic shall be maintained at all times during construction. The entire said work is to be protected by suitable guards and signal both by day and night and precautions are to be taken by all reasonable means to prevent any accident or injury which the work is in progress.

12. The City reserves the right to reject any and all materials, workmanship of the storm main at any time during construction.

13. Prior to acceptance of any construction to be handed over to the City, the Independent Inspector and the City shall walk the entire site and generate a punch list. The contractor shall then complete all items on the punch list to the City's satisfaction.

14. All storm sewers to be handed over to the City shall be tested per applicable standards (by either air or water) and the storm sewer TV logged at construction completion. Results of testing and DVD of TV/video of the sewer shall be handed over to the City prior to acceptance. All storm sewers shall be cleaned before handing over to the City.

15. Indemnification is required from Jacobs as there is no contractual design agreement between the City of Syracuse and Jacobs.

Onondaga County, at no cost to the City, shall design, construct and maintain certain green infrastructure on City owned properties in accordance with terms and condition as outlined in the permission ordinance and Appendix A - 2011 Green Infrastructure Candidate Project List, 2012 Green Infrastructure Candidate Project List, 2013 Green Infrastructure Candidate Project List, 2015 Green Infrastructure Candidate Project List, the 2017 Green Infrastructure Candidate Project List, the 2018 Green Infrastructure Candidate Project List, the 2019 Green Infrastructure Candidate Project List, the 2020 Green Infrastructure Candidate Project List, and the 2021 Green Infrastructure Candidate Project List. This permission ordinance shall run from the date of its acceptance by the County for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this ordinance will have to be amended each year to add additional projects for that year's construction season in accordance with the terms set forth within the ordinance. The County shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided.

All provisions of the ordinance shall remain in place.

* _____ = new material



DEPARTMENT OF ENGINEERING

CITY OF SYRACUSE, MAYOR BEN WALSH

03 June 2021

Mary E. Robison, PE
City Engineer

John Kivlehan
Design & Construction

Kelly Haggerty
Public Buildings

Marc Romano
Mapping & Surveying

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

Re: Revised Request for Legislation to amend Ordinance No. 246 of 2011 as last amended by Ordinance No. 333 of 2020 - Citywide Green Permission Ordinance for Onondaga County for Green Infrastructure Projects on City Property

Dear Mr. Copanas:

Please place on the next Common Council agenda the following legislation:

An ordinance amending Ordinance No. 246 of 2011 as last amended by Ordinance No. 333 of 2020 which authorized the County of Onondaga and the Onondaga County Sanitary District (collectively "the County") pursuant to Section 3.4 of the Intermunicipal Agreement entered into by and between the City of Syracuse ("the City") on or about July 26, 2007 and paragraph 13 of Amendment No. 1 to said agreement dated on or about August 2009, to access the City properties listed in Appendix A to install and maintain green infrastructure, including but not necessarily limited to landscape and other green infrastructure related improvements on real property owned by the City. Amend ordinance to add the list of 2021 Green Infrastructure Candidate Project List.

The new projects being added to the list in 2021 include the following: CSO Reduction 029 and Conveyance Modifications on Walton Street between Onondaga Creek and Franklin Street; CSO 066 Regulator Modification at intersection of Maltbie Street and Evans Street; Willow Street Green Street between State and Salina Streets; N. Townsend Street Green Street between James Street and Hickory Street; Rose Hill Cemetery Greening at 914 Lodi Street and Willow St. East; Highland Park Greening at 421 Highland Street and Beecher Street; Water Street between Almond Street and Beech Street; CSO 075 Regulator Manhole Reconfiguration at intersection of Solar St. and Hiawatha Blvd.; and CSO 052 Regulation Manhole Reconfiguration at intersection of Elmhurst Ave. and Hunt Ave..

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

Onondaga County, at no cost to the City, shall design, construct and maintain certain green infrastructure on City owned properties in accordance with terms and condition as outlined in the permission ordinance and Appendix A - 2011 Green Infrastructure Candidate Project List, 2012 Green Infrastructure Candidate Project List, 2013 Green Infrastructure Candidate Project List, 2015 Green Infrastructure Candidate Project List, the 2017 Green Infrastructure Candidate Project List, the 2018 Green Infrastructure Candidate Project List, the 2019 Green Infrastructure Candidate Project List, the 2020 Green Infrastructure Candidate Project List and the 2021 Green Infrastructure Candidate Project

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

39

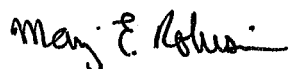
18

List. This permission ordinance shall run from the date of its acceptance by the County for a period of five (5) years and may be extended upon mutual consent of the parties for three (3) additional five (5) year terms. It is anticipated that this ordinance will have to be amended each year to add additional projects for that year's construction season in accordance with the terms set forth within the ordinance. The County shall include in its construction contract documents a requirement for the contractor to provide the City with a one (1) year warranty materials and performance bond for work performed herein, except for sidewalk work where a two (2) year warranty materials and performance bond for work shall be provided.

All provisions of the ordinance shall remain in place.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E. Robison".

Mary E. Robison, P.E.
City Engineer

enclosure

2021 Green Infrastructure Candidate Project List

NOTE: The below CSO Project Candidate Project List is subject to change pending owner permission, fieldwork, design feasibility, construction scheduling and other factors known and unknown, and therefore not all of these projects will progress to construction. Projects not previously included in past Permission Ordinance's are highlighted in yellow.

Project ID	Project Name	Project Address	Parcel Owner
Projects from Previous Permission Ordinance Lists - Construction to be Completed in 2021			
M-99^	South Salina Street Green Street	South Salina Street between E. Colvin Street and Newell Street	City of Syracuse
M-103^	Vincent Street Green Street	Vincent Street between Harriette Ave. and Burten St.	City of Syracuse
XX^	Catch Basin Hood Installations	500-1000 Various Locations within the Combined Sewer System	City of Syracuse
2021 Candidate Projects			
C-272"	West Genesee Street Green Street	W Genesee St. from Plum St. to Van Rensselaer St.	City of Syracuse
C-273^	Butternut St Green Corridor Phase 1	Butternut St. between N Salina St. and Lodi St.	City of Syracuse
C-281^	Road Reconstruction: Catherine Street	Catherine Street from James Street to Hawley Ave.	City of Syracuse
C-249	CSO 029 Reduction and Conveyance Modifications	Walton Street between Onondaga Creek and Franklin Street	City of Syracuse
C-277	CSO 066 Regulator Modification	Intersection of Malbone St. and Evans St.	City of Syracuse
C-293b	Willow Street Green Street	East Willow Street between State and Salina	City of Syracuse
C-293b	Townsend Street Green Street	North Townsend Street between James and Hickory	City of Syracuse
C-294	Rose Hill Cemetery Greening	914 Lodi Street and Willow Street East	City of Syracuse Parks
C-295	Highland Park Greening	421 Highland Street and Beecher Street	City of Syracuse Parks
C-296	Water Street Road Reconstruction	East Water Street from Almond St. to Beech St.	City of Syracuse
HW-05	CSO 075 Regulator/Manhole Reconfiguration	Intersection of Solar St. and Hiawatha Blvd.	City of Syracuse
M-116	CSO 052 Regulator/Manhole Reconfiguration	Intersection of Elmhurst Ave. and Hunt Ave.	City of Syracuse

"Denotes Project that was on 2017 Permission Ordinance List

^Denotes Project that was on 2018 Permission Ordinance List

@Denotes Project that was on 2020 Permission Ordinance List

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE HAVEN AT SKANDA TO PROVIDE
INSTRUCTION AND SERVICES AS PART OF THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS 2021 SUMMER CUSE
QUINES PROGRAM**

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with The Haven at Skanda to provide instruction and services relative to the Department of Parks, Recreation and Youth Programs 2021 Summer Cuse Quines Program.; and

BE IT ORDAINED, that pursuant to this agreement, The Haven at Skanda shall transport horses and miniature donkeys to several City parks in order to provide clinics to educate youth as to how to pet, groom, feed and care for these animals.; and

BE IT FURTHER ORDAINED, that these clinics will operate from 9:00 a.m. to 12:00 p.m in various City Parks on Sundays as detailed below:

- (1) July 11, 2021: Kirk Park;
- (2) July 18, 2021: Thornden Park;
- (3) July 25, 2021: Onondaga Park (Lower);
- (4) August 1, 2021: Schiller Park;
- (5) August 8, 2021: Burnet Park;
- (6) August 15, 2021: Barry Park;

and

BE IT FURTHER ORDAINED, that revenue will be generated for the above clinics through participant fees of \$5.00 per participant, which shall be payable to the City; and

BE IT FURTHER ORDAINED, that said agreement shall have a cost not to exceed \$2,230.00 to be charged to Budget Account #01.71400.541500 or another appropriate account as designated by the Commissioner of Finance; 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.



40

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with **The Haven at Skanda** to provide instruction and services as part of the 2021 Summer Cuse Quines.

Under this agreement, the Haven at Skanda will transport horses and miniature donkey, and provide programming to teach youth how to pet, groom, feed and care for them.

Clinics will operate on Sundays at several City parks from 9am – 12 pm:

- July 11th Kirk Park
- July 18th Thornden Park
- July 25th Onondaga Park (Lower)
- Aug 1st Schiller Park
- Aug 8th Burnet Park
- Aug 15th Barry Park

Revenue will be generated through participant fees, payable to the City, of \$5 per participant.

The amount of the contract **will not exceed \$2,230.00**. Contract fees will be charged to budget account # **01.71400.541500**.

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

TO: Mayor Ben Walsh
FROM: Timothy M. Rudd, Director of Management & Budget
DATE: June 7, 2021
SUBJECT: Agreement with The Haven at Skanda

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting that the City of Syracuse enter into an agreement with **The Haven at Skanda** to provide instruction and services as part of the 2021 Summer Cuse Quines.

Under this agreement, the Haven at Skanda will transport horses and miniature donkey, and provide programming to teach youth how to pet, groom, feed and care for them.

Clinics will operate on five Sundays at various City parks. Revenue will be generated through participation fees, payable to the City, of \$5 per participant.

The amount of the contract will not exceed \$2,230.00. Contract fees will be charged to budget account #01.71400.541500.

If you agree to enter into this agreement, please indicate 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

6/8/21
Date

cc: Julie LaFave, Commissioner of Parks, Recreation & Youth Programs

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

ORDINANCE AMENDING ORDINANCE NO. 158-2021 AUTHORIZING MAYOR TO ACCEPT A GRANT IN AN AMOUNT NOT TO EXCEED \$35,000.00 FROM THE JIM AND JULIE BOEHEIM FOUNDATION TO BE USED FOR THE RENOVATION AND REPAIR OF THE OUTDOOR BASKETBALL COURTS AT WESTMORELAND PARK AND EXECUTE A CONTRACT OR WRITTEN INSTRUMENTS ASSOCIATED WITH THE GRANT AS NECESSARY

BE IT ORDAINED, that Ordinance No. 158-2021 is hereby amended to read as follows:

BE IT ORDAINED, that pursuant to Ordinance No. 45-2021 the City applied for a grant from the Jim and Julie Boeheim Foundation and has been awarded a grant for an amount not to exceed \$35,000.00; and

BE IT FURTHER ORDAINED, that the grant funds are required to be deposited with a 501 (c)(3) organization and therefore are being provided to the Syracuse Parks Conservancy; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to accept from the Syracuse Parks Conservancy the grant funds it received from the Jim and Julie Boeheim Foundation in an amount not to exceed \$35,000.00; said funds will be used by the Department of Parks, Recreation and Youth Programs for the renovation and repair of the outdoor basketball courts at Westmoreland Park; work shall include but not be limited to court repairs, court resurfacing and painting, fencing, and backboards, and other court-related upgrades; no local match is required; and

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

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



41

SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas,

Please prepare legislation for the next regularly scheduled Common Council meeting to amend Ordinance 158/2021 approving the acceptance of funds from the Jim and Juli Boeheim Foundation in an amount not to exceed \$35,000 to renovate and repair the outdoor basketball courts at Westmoreland Park.

The ordinance should be amended to state that the funds for this project will be received from the Syracuse Parks Conservancy.

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

Ordinance No.

2021

**ORDINANCE AMENDING ORDINANCE NO.
161-2021 AUTHORIZING AN INTERMUNICIPAL
AGREEMENT WITH ONONDAGA COUNTY
RELATIVE TO RECEIPT BY THE CITY OF
FUNDS FROM ONONDAGA COUNTY TO
REIMBURSE FOR ALL PAYMENTS MADE BY
THE CITY RELATIVE TO THE CITY'S TICK
AND DEER MANAGEMENT PROGRAM
DURING THE 2021 PROGRAM**

BE IT ORDAINED, that Ordinance No. 161-2021 is hereby amended to read as follows:

BE IT ORDAINED, that the Mayor be and he hereby is authorized to enter an intermunicipal agreement with Onondaga County relative to receipt by the City of funds in an amount not to exceed \$25,000.00*; said funds will be used to reimburse the City for all payments made by the City relative to the City's Tick and Deer Management Program during the 2021 Program; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said agreement authorized herein, the Commissioner of Finance is authorized and directed to deposit the same into the City's General Fund.

_____ = new material

* previously read \$20,000.00



42

SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas,

Please prepare legislation for the next regularly scheduled Common Council meeting to amend Ordinance 161/2021, approving the intermunicipal agreement with Onondaga County, relative to the reimbursement of funds for the City's Tick and Deer Management Program, in an amount up to \$20,000.

The ordinance should be amended to state that the reimbursement will not exceed \$25,000.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "JLafave", is written over the printed name.

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

37

**ORDINANCE AUTHORIZING AN
INTERMUNICIPAL AGREEMENT WITH
ONONDAGA COUNTY RELATIVE TO RECEIPT
BY THE CITY OF FUNDS FROM ONONDAGA
COUNTY TO REIMBURSE FOR ALL
PAYMENTS MADE BY THE CITY RELATIVE
TO THE CITY'S TICK AND DEER
MANAGEMENT PROGRAM DURING THE 2021
PROGRAM**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to enter an intermunicipal agreement with Onondaga County relative to receipt by the City of funds in an amount not to exceed \$20,000.00; said funds will be used to reimburse the City for all payments made by the City relative to the City's Tick and Deer Management Program during the 2021 Program; and

BE IT FURTHER ORDAINED, that the Mayor be and he hereby is authorized to execute a contract or written instruments as approved by the Corporation Counsel; and

BE IT FURTHER ORDAINED, that upon receipt of said funds or any part thereof, pursuant to said agreement authorized herein, the Commissioner of Finance is authorized and directed to deposit the same into the City's General Fund.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE DEPARTMENT
OF PARKS, RECREATION AND YOUTH PROGRAMS
TO PROCEED WITH PARKS FACILITY
IMPROVEMENTS UNDER THE 2020/2021 CAPITAL
IMPROVEMENT PLAN AT A COST NOT TO EXCEED
\$150,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$150,000 from the 2020/2021 Unallocated Cash Capital Account to an account to be determined by the Commissioner of Finance for the Department of Parks, Recreation and Youth Programs; said funds are to be utilized for Park Facility Improvements for the Department of Parks, Recreation and Youth Programs, at Burnet Park, Schiller Park, Wadsworth Park, Huntington Park, Eastwood Heights, and additional parks as funding allows, to address aging infrastructure that needs to be repaired, replaced, and renovated, as well as, to construct new amenities that will improve the Parks for their users, in the manner provided by law.



43

SYRACUSE DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

May 20, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation from the next regularly scheduled Common Council meeting to **authorize** the Department of Parks, Recreation & Youth Programs **to allocate \$150,000 from the 2020-2021 Park Facility Improvements** for address aging infrastructure that needs to be repaired, replaced and renovated, as well as construct new amenities that improve the park for our users. Improvements will take place in areas such as Burnet Park, Schiller Park, Wadsworth Park, Huntington Park, Eastwood Heights. Additional parks may be included, as funds allow.

Funds, not to exceed \$150,000, from the 2020/2021 Capital Improvement Program will be established in an account to be determined by the Commissioner of Finance.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "J LaFave", written over a horizontal line.

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

32

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/20/21	Department:	Parks, Recreation & Youth Programs
Project Name:	Park Facility		
Project Cost:	\$150,000		
Contact Name:	Julie LaFave		
Project Description:	Park Facility Improvements to address aging infrastructure		

Projected Time Line & Funding Source(s)

Estimated Start Date: Fall 2021 Estimated Completion Date: 6/30/2022

<u>Funding Source:</u>	<u>Dollar Amount:</u>
Local Share: Cash Capital	\$150,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	\$ 150,000

Estimated Project Borrowing Timeline

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1		
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 0

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y Yes X

Director of Administration: 

Date: 6/20/21

Director of Management & Budget: 

Date: 6-8-21

Commissioner of Finance: 

Date: 6/9/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE DEPARTMENT
OF PARKS, RECREATION AND YOUTH PROGRAMS
TO PROCEED WITH THE PURCHASE OF PARKS
EQUIPMENT UNDER THE 2020/2021 CAPITAL
IMPROVEMENT PLAN AT A COST NOT TO EXCEED
\$132,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$132,000 from the 2020/2021 Unallocated Cash Capital Account to an account to be determined by the Commissioner of Finance for the Department of Parks, Recreation and Youth Programs; said funds are to be utilized to purchase trucks with accessories (lift gates, plows, etc.) for grounds operations and to purchase golf carts for the Department of Parks, Recreation and Youth Programs, in the manner provided by law.



44

DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Julie LaFave
Commissioner

John Copanas
City Clerk
231 City Hall
Syracuse, NY 13202

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas,

Please prepare legislation for the next meeting of the Common Council to authorize funding appropriations for the 2020-2021 Capital Improvement Program, Parks Equipment Cash Capital on behalf of the Departments of Parks, Recreation and Youth Programs.

Funds, not to exceed \$132,000, will be appropriated for cash capital account and will be distributed to an account to be established by the Commissioner of Finance. The funds will be used to purchase trucks, with accessories (lift gates, plows, etc) for our grounds operations and golf carts.

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

Sincerely,

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

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syrgov.net



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	05/20/21	Department:	Parks, Recreation & Youth Programs
Project Name:	Park Facility		
Project Cost:	\$132,000		
Contact Name:	Julie LaFave		
Project Description:	Purchase of trucks with accessories (lift gates, plows, salters, etc) for Grounds bureau operations.		

Projected Time Line & Funding Source(s)

Estimated Start Date: Fall 2021

Estimated Completion Date: 6/30/2022

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$132,000
Local Share: Bonds (complete schedule below)	
State Aid/Grant (identify)	
Federal Aid/Grant (identify)	
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):	\$ 132,000

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1		
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ \$0

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Y Yes X

Director of Administration: 

Date: 9 Jun 21

Director of Management & Budget: 

Date: 6-8-21

Commissioner of Finance: 

Date: 6/9/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING PAYMENT TO
VARIOUS QUALIFIED PERSONS FOR SERVICES
PROVIDED AS COACHES, SCORE KEEPERS,
AND REFEREES/OFFICIALS FOR BASKETBALL
LEAGUES, BASEBALL PROGRAMS AND
VARIOUS OTHER CITYWIDE TOURNAMENTS
AND LEAGUES ON BEHALF OF THE
DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS DURING FISCAL YEAR
2021/2022**

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to various qualified individuals to cover the costs for services provided as coaches, score keepers, and referees/officials for Basketball Leagues, Baseball Programs and various other Citywide Tournaments and Leagues to be offered during 2021/2022 in various City Parks Facilities; and

BE IT FURTHER ORDAINED, that individuals providing the services will complete a Claimant's Invoice for services performed and an IRS Form W-9; and

BE IT FURTHER ORDAINED, that the total cost for all services related to the aforementioned services shall not exceed \$19,000.00 to be charged to Recreation Budget Account #01.71400.541500; and

BE IT FURTHER ORDAINED, that the Mayor be and hereby is authorized to execute any necessary documents or agreements associated with the provision of the above-referenced services; and

BE IT FURTHER ORDAINED, that any agreements associated with the provision of the above-referenced services shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.

45



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Julie LaFave
Commissioner

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

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council to allow the Department of Parks, Recreation and Youth Programs to pay various persons, **for services provided as coaches, score keepers, and referees/officials, for boys' and girls' basketball leagues, baseball programs, and various other citywide tournaments and leagues held throughout FY 2021/2022.**

The cost, **not to exceed \$19,000.00**, is to be paid out of account # **01.71400.541500**.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Julie LaFave".

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

38

Ordinance No.

2021

**ORDINANCE AUTHORIZING PAYMENT TO
VARIOUS MUSICAL PERFORMERS FOR
SERVICES RELATIVE TO PERFORMANCES AT
A DEPARTMENT OF PARKS, RECREATION AND
YOUTH PROGRAMS FAMILY FRIENDLY GOLF
EVENT AT BURNET PARK**

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to various musical performers to cover costs associated with performances to be held on July 24, 2021 at a Department of Parks, Recreation and Youth Programs family friendly golf event at Burnet Park; and

BE IT FURTHER ORDAINED, that the total costs of these services shall not exceed \$1,200.00; and

BE IT FURTHER ORDAINED, that said payments shall be charged to Recreation Budget Account #01.71400.540552 or another appropriate account as designated by the Commissioner of Finance.

4/6



DEPARTMENT OF PARKS, RECREATION & YOUTH PROGRAMS

CITY OF SYRACUSE, MAYOR BEN WALSH

Julie LaFave
Commissioner

June 3, 2021

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

RE: REQUEST FOR LEGISLATION

Dear Mr. Copanas:

Please prepare legislation for the next Common Council meeting to allow the Department of Parks, Recreation and Youth Programs to authorize payments for musical performers, at a cost not to exceed \$1200, for a family friendly golf event at Burnet Park on July 24, 2021.

The funding will come from Budget 01.71400.540552.

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

Sincerely,

Julie LaFave
Commissioner

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

Office 315 473 4330
Fax 315 428 8513

www.syr.gov.net

34

Ordinance No.

2021

**ORDINANCE AUTHORIZING AN AGREEMENT
WITH THE UNBEYLIEVABLE ENTERPRISES,
INC. TO PROVIDE SERVICES TO AT-RISK CITY
INDIVIDUALS THROUGH THE TRAUMA
RESPONSE TEAM PROGRAM**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to enter into an agreement with UnBEYlievable Enterprises, Inc. for an amount not to exceed \$200,000.00 to be charged to Budget Account #599309.01.90000; said funds will be used to cover the salary, fringe, rent, supplies, administration, office and program supplies and other expenses of the Trauma Response Coordinator for the Trauma Response Team Program. The Trauma Response Coordinator will lead violence prevention efforts through youth outreach and education by coordinating and/or providing violence prevention programs, information, and activities with outreach workers from other programs (e.g. peer workshops, training sessions, school assemblies, youth conferences, etc.) in schools, faith based organizations, youth serving organizations, and community centers. Violence intervention efforts will educate and train identified children, youth and adults in alternative strategies to violence to better manage personal behavior and reduce incidents of youth related violence. The Trauma Response Coordinator will also respond, along with a group of volunteers, to the scene of traumatic events, such as shootings within the City, to assist family members of the victim and work at controlling the crowds that frequently gather at the scene of the traumatic event or at the hospital; and

BE IT FURTHER ORDAINED, that this agreement shall be in effect July 1, 2021 through June 30, 2022; and

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



47

Bureau of Research

CITY OF SYRACUSE, MAYOR BEN WALSH

June 3, 2021

Janet L. Burke
Director, Bureau of
Research

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

Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with UnBEYlievable Enterprises, Corp. to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals.

City funds, in an amount not to exceed \$200,000, will be used to support and fund the salary, fringe, rent, supplies, administration, office and program supplies and other expenses for the Trauma Response Coordinator to lead violence prevention efforts through youth outreach and education by coordinating and/or providing violence prevention programs, information, and activities with outreach workers from other programs (e.g. peer workshops, training sessions, school assemblies, youth conferences, etc.) in schools, faith based organizations, youth serving organizations, community centers, etc. Violence intervention efforts will educate and train identified children, youth and adults in alternative strategies to violence to better manage personal behavior and reduce incidents of youth-related violence. The Trauma Response Coordinator will also respond, along with a group of volunteers, to the scene of traumatic events, such as shootings within the City to assist family members of the victim and work at controlling the crowds that frequently gather at the scene or at the hospital. This agreement will be in effect from 7/1/21 – 6/30/22.

The total costs of this agreement, not to exceed \$200,000, will be charged to budget account number TRT 599309.01.90000.

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

Sincerely,

Janet L. Burke

Office 315 448-8020
Fax 315 448-8008

Janet L. Burke
Director of Research

www.syr.gov.net



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

TO: Mayor, Ben Walsh
FROM: Timothy M. Rudd, Director of Management and Budget
DATE: June 7, 2021
SUBJECT: Agreement with UnBEYlievable Enterprises, Corp.

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

On behalf of the Department of Research, I am requesting the City to enter into an agreement with UnBEYlievable Enterprises, Corp., to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals.

City funds, in an amount not to exceed \$200,000, will be used to support and fund the salary, fringe, rent, supplies, administration, office and program supplies and other expenses for the Trauma Response Coordinator to lead violence prevention efforts through youth outreach and education by coordinating and/or providing violence prevention programs, information, and activities with outreach workers from other programs (e.g. peer workshops, training sessions, school assemblies, youth conferences, etc.) in schools, faith based organizations, youth service organizations, community centers, etc. Violence intervention efforts will educate and train identified children, youth and adults in alternative strategies to violence to better manage personal behavior and reduce incidents of youth-related violence. The Trauma Response Coordinator will also respond, along with a group of volunteers, to the scene of traumatic events, such as shootings within the City to assist family members of the victim and work at controlling the crowds that frequently gather at the scene or at the hospital. This agreement will be in effect from 7/1/21 – 6/30/22.

The total cost of this agreement, not to exceed \$200,000, will be charged to budget account number TRT 599309.01.90000.


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

Thank you for your attention regarding this matter.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



Mayor Ben Walsh
City of Syracuse, New York

6/8/21
Date

Trauma Response 2019-2020 Program Expenses JULY 1 2021 - JUNE 30, 2022

		Salary
TRT Coordinator/Outreach #1	\$ 45,000.00	Timothy Jennings Bey
Outreach #2	\$ 13,650.00	
Outreach #3/TRT per diem sub contracted responders	\$ 7,800.00	
Outreach #4	\$ 13,650.00	
Program Manger	\$ 15,000.00	Dr. Najah Salaam
Data/Budget Specialist/payroll	\$ 17,000.00	Raymond Panek

Salary total

\$ 110,100.00

Benefits

TRT Coordinator -	\$ 8,000.00
Financial Officer	\$ 8,000.00
Benefits Total	\$ 16,000.00

TRT - Fringe-

FICA expense - -	\$ 8,557.70
Fed Unemp Tax-Men	\$ 672.60
State Unemp Tax-Men	\$ 4,790.80
Workers Comp	\$ 3,203.80
NYS DBL	\$ 560.50

TOTAL \$ 17,785.40

Staff Leasing Processing Fee	\$ 2,914.60	2.60%
Accounting Fee	\$ 6,000.00	

Fringe Total

\$ 9,535.10

Fringe + Benefits Total

\$ 25,535.10

Office Supplies Program Supplies	\$ 2,500.00
----------------------------------	-------------

Supply total

\$ 2,500.00

Insurances	\$ 3,500.00
Insurances total	\$ 3,500.00

Group Interventions/Events	\$ 9,700.00
----------------------------	-------------

Group Intervention total

\$ 9,700.00

Total	\$ 170,500.00
--------------	----------------------

Administration fee	\$ 29,500.00
--------------------	--------------

Admin fee total

\$ 29,500.00

Total Expenses

\$ 229,500.00

Ordinance No.

2021

**ORDINANCE AUTHORIZING CONTRACT WITH
SEAN MORRISON RELATIVE TO PROVIDING
BUILDING AND LIFE SAFETY SYSTEMS PLAN
REVIEW SERVICES ON BEHALF OF THE
DEPARTMENT OF FIRE**

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

WHEREAS, the Mayor has waived the Request for Proposal Process and approved the retention of Sean Morrison as a consultant to provide building and life safety systems plan review services on behalf of the Department of Fire, under the following terms:

- (1) Sean Morrison shall provide building and life safety systems plan review services for the City of Syracuse on an as-needed basis, on behalf of the Department of Fire. Services shall also include attendance at meetings and advice relative to the plan review as requested by the Chief of Fire and/or his designee;
- (2) The term of the contract shall be for a one (1) year period effective as of July 1, 2021 through June 30, 2022;
- (3) Sean Morrison shall be paid an amount not to exceed \$20,000.00 to be paid on a time and expense method of payment for all services over the term of the contract; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this contract shall be charged to the Department of Fire Budget Account #541500.01.34101 or another appropriate account as designated by the Commissioner of Finance.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

48

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

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

Re: Request for Legislation

Sir,

Please prepare legislation for the next regular meeting of the Common Council authorizing the City of Syracuse to enter into an agreement with Sean Morrison to provide plan review services.

Mr. Morrison is a qualified professional who will provide the Syracuse Fire Department with plan review support. This agreement will start July 1, 2021 and extend through June 30, 2022.

The total amount of the agreement will not exceed \$20,000 and will be billed to fiscal year 2021/2022 account number 34101.01.541500.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syrgov.net

52

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



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: June 7, 2021
SUBJECT: Agreement with Sean Morrison

Julie Castellitto
Assistant Director


On behalf of the Department of Fire, I am requesting that the City of Syracuse enter into an agreement with Sean Morrison to provide plan review services. Mr. Morrison is a qualified professional who will provide the Syracuse Fire Department with plan review support.

Mr. Morrison is a qualified professional who will provide the Syracuse Fire Department with plan review support. This agreement will start July 1, 2021 and extend through June 30, 2022.

The total amount of the agreement will not exceed \$20,000 and will be billed to fiscal year 2021/2022 account number #34101.01.541500.

If you agree to enter into this agreement with Sean Morrison please indicate 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

6/10/21
Date

cc: Michael J. Monds, Chief of Fire

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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Sean P Morrison – GSP, CSITMS, CFPS



Education

Bachelor of Science in Fire Protection and Safety Technology Oklahoma State University - Stillwater, Oklahoma	May 2014
Associate of Applied Science in Fire Protection Technology Onondaga Community College - Syracuse, New York	May 2010

Related Work Experience

Loss Control Consultant <i>Starr Technical Risk</i> – New York, New York	1/2019-Present
<ul style="list-style-type: none">▪ Identifying, assessing and mitigating risk for our client's physical assets and operations▪ Fire protection engineering and consulting▪ Property risk control by evaluating property conservation management programs as well as evaluating adequacy of fixed fire protection systems▪ Interpret and apply applicable codes and standards including, but not limited to, NFPA, OSHA, and IBC.	
Property Risk Consultant <i>Marsh</i> – Pittsburgh, Pennsylvania	7/2014-1/2019
<ul style="list-style-type: none">▪ Identifying, assessing and mitigating risk for our client's physical assets and operations▪ Fire protection engineering and consulting▪ Property risk control by evaluating property conservation management programs as well as evaluating adequacy of fixed fire protection systems▪ Interpret and apply applicable codes and standards including, but not limited to, NFPA, OSHA, and IBC.	
Environmental Health and Safety Inspector <i>Oklahoma State University</i> – Stillwater, Oklahoma	8/2010-5/2014
<ul style="list-style-type: none">▪ Inspect and test campus safety equipment including fire detection systems, fire suppression systems and equipment, as well as safety fixtures▪ Perform facility health and safety inspections▪ Conduct required bi-annual emergency evacuation drills▪ Provide basic first aid to students, staff, and visitors to the Oklahoma State University campus	
Fire Department Intern <i>Stillwater Fire Department</i> – Stillwater, Oklahoma	9/2010-5/2014
<ul style="list-style-type: none">▪ Develop and maintain Standard Operating Guidelines and Administrative Manual policies▪ Lead community-wide ISO rating assessment▪ Create and maintain a special adapted incident command systems▪ Track daily staffing and analyze its effects on response and units available▪ Track the testing and inventory of Self-Contained Breathing Apparatus and all related equipment	

Related Work Experience (Cont'd)

Bureau of Fire Prevention Intern	6/2011-7/2011
---	---------------

Hilton Head Island Fire and Rescue – Hilton Head Island, South Carolina

- Created, verified, and edited fire preplans of structures within the community served
- Worked with the training division to port information required for ISO rating from knowledge gathered in preplans
- Generated formal recommendations for consideration for Fire & Rescue's 2011 Master Plan
- Responded to fire and rescue emergency calls

Leadership and Activities

American Society of Safety Engineers

National Member 10/2010-Present

Society of Fire Protection Engineers

National Member 10/2010-Present

Association for Iron & Steel Technology

12/2014-Present

National Fire Protection Association

12/2015-Present

Skills and Certifications

Graduate Safety Practitioner (GSP)

Certified Fire Protection Specialist (CFPS)

Certified Sprinkler Inspection, Testing, and Maintenance Specialist (CSTIMS)

40 Hour HAZWOPER - 29 CFR 1910.120

OSHA Hazardous Materials Technician

New York State Firefighter I and II

New York State Hazardous Materials Technician

IFSAC NFPA 1001 Level II Firefighter

IFSAC NFPA 1041 Level I Fire Instructor

New York State 9A-0709 Introduction to Code Enforcement Practices, Part I

New York State 9B-0705 Introduction to Code Enforcement Practices, Part II

New York State 9C-0703 Inspection Procedures for Existing Structures

Fire Inspector I BC-61057 18/FS FSC-0617-007

Volunteer Experience

Firefighter II

11/2007-Present

Fairmount Fire Department – Syracuse, New York

Lieutenant

5/2017-Present

Cranberry Township Volunteer Fire Company – Cranberry TWP, Pennsylvania

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE DEPARTMENT
OF FIRE TO PROCEED WITH THE PURCHASE OF
REPLACEMENT VEHICLES AS OUTLINED IN THE
2021/2022 CAPITAL IMPROVEMENT PLAN AT A TOTAL
COST NOT TO EXCEED \$534,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$534,000 from the 2021/2022 Unallocated Cash Capital Account #599007.01.99999 to an account to be determined by the Commissioner of Finance for the Department of Fire; said funds are to be utilized to purchase replacement vehicles for the Department of Fire as listed in the attached Schedule "A", in the manner provided by law.

2021/2022 Schedule "A" of Fire Department Projects**Fire Vehicle Replacement**

(3) Deputy Chief vehicles	\$ 129,000
(1) District Chief vehicle	\$ 61,000
(1) ¾ Ton Van	\$ 43,000
(3) Motor pool vehicles	\$ 99,000
(3) First response vehicles	<u>\$ 202,000</u>
TOTAL	<u>\$ 534,000</u>





SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

49

June 4, 2021

Michael J. Monds
Chief of Fire

Daniel Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

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

Re: Request for Legislation

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next meeting of the Common Council to appropriate funds from 2021/2022 Unallocated Cash Capital in account 599007.01.99999.

The appropriation of funds totaling \$534,000.00 to accounts as authorized by the Commissioner of Finance within the Department of Fire are budgeted for and included in the Capital Improvement Plan for fiscal year 2021/2022. It is the intent of the Department of Fire to utilize these funds to purchase the items that are listed on the attached 2021/2022 Schedule "A" of fire department projects. These funds are to be appropriated as authorized by the Commissioner of Finance.

Respectfully,

Michael J. Monds

Michael Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

26

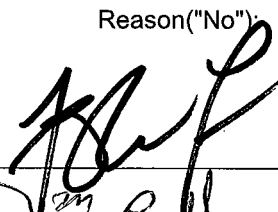


GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

1.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	June 4, 2021	Department:	FIRE
Project Name:	Fire Vehicle Replacement		
Project Cost:	\$ 534,000.00		
Contact Name:	Chief Michael J. Monds		
Project Description:	Purchase of (1) first response vehicle F-350 (\$80,000 each) Purchase of (2) first response vehicles Tahoe (\$61,000 each) Purchase of (1) ¾ ton van (\$43,000 each) Purchase of (2) Deputy Chief vehicles (\$43,000 each) Purchase of (1) District Chief vehicle (\$61,000 each) Purchase of (2) motor pool vehicles (\$28,000 each) Purchase of (1) motor pool passenger van (\$43,000 each)		
Projected Time Line & Funding Source(s)			
Estimated Start Date:	Estimated Completion Date:		
Funding Source:	Cash	Dollar Amount:	\$534,000
Local Share: Cash	\$534,000.00		
Local Share: Bonds (complete schedule below)			
State Aid/Grant (identify)			
Federal Aid/Grant			
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		\$534,000.00	
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	N/A		
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$	
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan:	Yes	Reason("No"):	
Director of Administration:	  		Date: 6/8/21
Director of Management & Budget:			Date: 6-8-21
Commissioner of Finance:			Date: 6/9/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE DEPARTMENT
OF FIRE TO PROCEED WITH THE PURCHASE OF A
REPLACEMENT GENERATOR, RESCUE BOAT AND
ALERTING AND COMMUNICATIONS SYSTEMS AS
OUTLINED IN THE 2021/2022 CAPITAL IMPROVEMENT
PLAN AT A TOTAL COST NOT TO EXCEED \$161,000**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$161,000 from the 2021/2022 Unallocated Cash Capital Account #599007.01.99999 to an account to be determined by the Commissioner of Finance for the Department of Fire; said funds are to be utilized to purchase a generator (\$71,000), rescue boat (\$30,000), and alerting and communications system (\$61,000) for the Department of Fire, in the manner provided by law.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

50

June 4, 2021

Michael J. Monds
Chief of Fire

Daniel Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

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

Re: Request for Legislation

Mr. Copanas:

Please prepare legislation to be introduced at the next meeting of the Common Council to appropriate the following funds from the 2021-2022 Capital Improvement Plan:

- | | |
|---------------------------------------|----------|
| ○ Generator Replacement | \$70,000 |
| ○ Alerting and Communications Systems | \$61,000 |
| ○ Rescue Boat | \$30,000 |

These items were budgeted for in the Capital Improvement Plan for fiscal year 2021/2022. The funds are to be allocated from the 2021/2022 Unallocated Cash Capital account 599007.01.99999 totaling \$161,000.00.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syrgov.net

25

1.



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	June 4, 2021	Department:	FIRE
Project Name:	Fire Equipment Replacement Program		
Project Cost:	\$ 161,000.00		
Contact Name:	Chief Michael J. Monds		
Project Description:	FY22 Fire Equipment Replacement Program includes replacement of emergency generator (\$70,000.00) at a fire station #3, replacement and upgrades to the outdated and failing alerting and communications systems (\$61,000), and a rescue boat (\$30,000) to improve safety coverage at the Inner Harbor.		
Projected Time Line & Funding Source(s)			
Estimated Start Date:	Estimated Completion Date:		
Funding Source:	Cash	Dollar Amount:	\$161,000.00
Local Share: Cash Capital	\$161,000.00		
Local Share: Bonds (complete schedule below)			
State Aid/Grant (identify)			
Federal Aid/Grant (identify)			
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		\$161,000.00	
Estimated Project Borrowing Timeline			
Year	Fiscal Year	Estimated Amount to Borrow	
1	NA		
2			
3			
4			
5			
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$	
Approval to proceed with request for legislation is hereby granted.			
Project in CIP Plan:	Yes	Reason("No"):	
Director of Administration:			Date: 9 Jun 21
Director of Management & Budget:			Date: 6-8-21
Commissioner of Finance:			Date: 6/9/21

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT FORMAL ADVERTISING OR
COMPETITIVE BID, OF MAINTENANCE AND
REPAIR SERVICES FOR THE FITNESS
EQUIPMENT FOR THE DEPARTMENT OF FIRE
DURING THE FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of maintenance and repair services for fitness equipment from Andrew Venditti d/b/a Syracuse Fitness for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$12,000.00 without formal advertising or competitive bidding by reason of the fact that this equipment needs to be properly maintained and as the supplier of the equipment the company is familiar with the equipment and it is more cost effective to have them provide the maintenance and repair services at an affordable rate; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said maintenance and repair services at a cost not to exceed \$12,000.00, charging the cost thereof to Fire Department Budget Account #540552.01.34100 or another appropriate account to be designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a Waiver of Competitive Bid to Obtain Maintenance and Repair Service

Dear Mr. Copanas:

On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid to obtain maintenance and repair service from Andrew Venditti dba Syracuse Fitness during Fiscal Year 2021/2022.

The Syracuse Fire Department obtains workout equipment from Syracuse Fitness off of the New York State purchase contract. We request that we waive the maintenance and repair fees from competitive bid as this service is not covered by the purchase contract. Syracuse Fitness is the authorized service & warranty center for the equipment sold under the NYS purchase contract. Additionally, the SFD has had a professional relationship with Syracuse Fitness for many years and has received quality service from this company at an affordable price. The SFD has received quotes for maintenance of the fitness equipment from alternative suppliers in the past which exceed Syracuse Fitness maintenance fees. Furthermore, it is timely to obtain quotes from alternate suppliers as they must be escorted to evaluate each piece of equipment at each station. We request you allow us to have the supplier that provides the equipment maintain the equipment.

The financial expenditures for the maintenance of the fitness equipment is budgeted for and will be charged to the Fire Department's operational account #540552.01.34100. The total expenditure for this purpose through June 30, 2022, shall not exceed \$12,000.00.

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

Thank you.

Sincerely,

Timothy M. Rudd
Director of Budget



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to obtain maintenance and repair service from Andrew Venditti dba Syracuse Fitness during Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) obtains workout equipment from Syracuse Fitness off of the New York State purchase contract. We request that we waive the maintenance and repair fees from competitive bid as this service is not covered by the purchase contract. Syracuse Fitness is the authorized service & warranty center for the equipment sold under the NYS purchase contract. Additionally, the SFD has had a professional relationship with Syracuse Fitness for many years and has received quality service from this company at an affordable price. The SFD has received quotes for maintenance of the fitness equipment from alternative suppliers in the past which exceed Syracuse Fitness maintenance fees. Furthermore, it is timely to obtain quotes from alternate suppliers as they must be escorted to evaluate each piece of equipment at each station. We request you allow us to have the supplier that provides the equipment maintain the equipment.

The financial expenditure for the maintenance of the fitness equipment is budgeted for and will be charged to the Fire Department's operational account #34100.01.540552. The total expenditure for this purpose through June 30, 2022, shall not exceed \$12,000.00.

Respectfully submitted,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF MOBILE DATA TERMINALS
(MDTS) ALONG WITH REPLACEMENT PARTS
AND REPAIR SERVICES FOR THE MDTS FOR
THE DEPARTMENT OF FIRE DURING THE
FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of mobile data terminals (MDTS) along with replacement parts and repair services for the MDTS from Advanced Electronic Design, Inc. (d/b/a Patrol PC) for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$35,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as Patrol PC produces all of the vehicle mounted computers that the Syracuse Fire Department utilizes as MDTS in all of its emergency vehicles; and

BE IT FURTHER ORDAINED, that the Director of the Office of Management and Budget is hereby authorized to purchase said MDTS units, replacement parts and repair services at a cost not to exceed \$35,000.00, charging the cost thereof to Fire Department Budget Account Numbers 540542.01.34100 (purchase of MDTS) and 540720.01.34100 (repairs) or other appropriate accounts as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a waiver of competitive bid for the Syracuse Fire Department to pay for mobile data terminals and required repairs

Dear Mr. Copanas:

On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid to pay for mobile data terminals and required repairs from Advanced Electronic Design, Inc. during the Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase units, replacement parts and preventative maintenance services from Advanced Electronic Design, Inc. (dba Patrol PC). Patrol PC produces all of the vehicle-mounted computers that the SFD utilizes as mobile data terminals (MDTs) which are utilized in all SFD emergency response vehicles. The MDTs provide an optimal level of shock resistance, extreme temperature performance, and configurability making this product rugged enough to meet the SFD needs during emergency responding. As such, it is necessary we continue to purchase, perform preventative maintenance, and make repairs on this mission-critical equipment.

The financial expenditures for these repairs are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540720. The financial expenditures for the purchase of MDTs is budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540542. The total expenditures for this purpose through June 30, 2022 shall not exceed \$35,000.

Thank you.

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

Sincerely,

Timothy M. Rudd
Director of Management & Budget



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to pay for mobile data terminals and required repairs from Advanced Electronics Design, Inc. during Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase units, replacement parts, and preventative maintenance services from Advances Electronic Design, Inc. (dba Patrol PC). Patrol PC produces all of the vehicle-mounted computers that the SFD utilizes as mobile data terminals (MDTs) which are utilized in all SFD emergency response vehicles. The MDTs provide an optimal level of shock resistance, extreme temperature performance, and configurability making this product rugged enough to meet the SFD needs during emergency responding. As such, it is necessary we continue to purchase, perform preventative maintenance, and make repairs on this mission-critical equipment.

The financial expenditures for these repairs are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 account #34100.01.540720. The financial expenditures for the purchase of MDTs is budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540542. The total expenditures for this purpose through June 30, 2022 shall not exceed \$35,000.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF FIRE APPARATUS PARTS AND
COMPONENTS AND REPAIR MAINTENANCE
SERVICES FOR THE DEPARTMENT OF FIRE
DURING THE FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of fire apparatus parts and components and factory level repair maintenance services from E-ONE, Inc., owned by Rev Group, for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$92,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as E-ONE, Inc. supplies parts for Spartan, Smeal, E-One, KME and LTC which are the manufacturers of the aerial pumper and aerial ladder fleet used by the Syracuse Fire Department, and alternative suppliers or parts would not be acceptable or allowed for re-certification of the aerial devices; and

BE IT FURTHER ORDAINED, that the Director of the Office of Management and Budget is hereby authorized to purchase said fire apparatus parts and components and factory level repair maintenance services at a cost not to exceed \$92,000.00, charging the cost thereof to Fire Department Budget Account Numbers 540210.01.34100 and 540220.01.34100 or other appropriate accounts as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a waiver of competitive bid for the Syracuse Fire Department to pay for fire apparatus parts and components

Dear Mr. Copanas:

On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid for the Syracuse Fire Department to pay for fire apparatus parts and components from E-ONE Inc., owned by REV Group during the Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase apparatus replacement parts and factory level repair maintenance services from E-One Inc. E-One Inc. supplies parts for Spartan, Smeal, E-One, KME, and LTC which are the manufacturers that the SFD aerial pumper and aerial ladder fleet is comprised of. Thus alternative suppliers or parts would not be acceptable or allowed for re-certification of the aerial devices.

The financial expenditures for E-One Inc. repairs and parts are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540210 and #34100.01.540220. The total expenditures for this purpose through June 30, 2022 shall not exceed \$92,000.

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to pay for fire apparatus parts and components from E-ONE Inc., owned by REV Group during Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase apparatus replacement parts, and factory level repair maintenance services from E-One Inc. E-One Inc. supplies parts for Spartan, Smeal, E-One, KME, and LTC which are the manufacturers that the SFD aerial pumper and aerial ladder fleet is comprised of. Thus alternative suppliers or parts would not be acceptable or allowed for re-certification of the aerial devices.

The financial expenditures for E-One Inc. repairs and parts are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 account #34100.01.540210 and #34100.01.540220. The total expenditures for this purpose through June 30, 2022 shall not exceed \$92,000.

The adoption of this waiver is not an attempt by our department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF MSA SELF-CONTAINED
BREATHING APPARATUS (SCBA) EQUIPMENT
AND REPAIR SERVICES FOR THE
DEPARTMENT OF FIRE DURING THE FISCAL
YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of MSA Self-Contained Breathing Apparatus (SCBA) equipment and repair services from Jerome Fire Equipment for the Department of Fire during the fiscal year 2021/2022 at a total cost not to exceed \$100,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item and services because Jerome Fire is the sole dealer and distributor and service center for MSA in the CNY area and the equipment and service must be compatible with the equipment in use by Fire Department personnel to maintain the required certification; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said MSA Self-Contained Breathing Apparatus (SCBA) equipment and repair services at a total cost not to exceed \$100,000.00, charging the cost for the purchase of parts to Operational Budget Account #540542.01.34100 and charging the cost for the repair services to Operational Budget Account #540552.01.34100; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriations authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Waiver of Competitive Bid Request for MSA Self-Contained Breathing Apparatus

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next scheduled Common Council meeting authorizing a waiver of competitive bid for the Syracuse Fire Department to utilize Jerome Fire Equipment for the purchase of MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services, without competitive bidding during the Fiscal Year 2021/2022.

Jerome Fire is the sole dealer and authorized distributor & service center for MSA in the Central New York area. The SCBA parts must be from the same manufacturer, MSA. Similarly, repair services must be performed by an authorized dealer to maintain the required certification to ensure the integrity of the apparatus and the safety of the personnel.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's Fiscal Year 2021/2022 Operational Account #540542.01.34100. The financial expenditure for the service agreement is budgeted for and will be charged to the Fire Department's Fiscal Year 2021/2022 Operational Account #540552.01.34100. The total expenditures for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$100,000.00.

Thank you.

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

Sincerely,


Timothy M. Rudd

Director of Management & Budget



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to utilize Jerome Fire Equipment for the purchase of MSA Self-Contained Breathing Apparatus (SCBA) supplies and repair services, without competitive bidding during the Fiscal Year 2021/2022.

Jerome Fire is the sole dealer and Authorized Distributor & Service Center for MSA in the Central New York area. The SCBA parts must be from the same manufacturer, MSA. Similarly, repair services must be performed by an authorized dealer to maintain the required certification to ensure integrity of the apparatus and the safety of our personnel.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's fiscal year 2021/2022 operational account #34100.01.540542. The financial expenditure for the service agreement is budgeted for and will be charged to the Fire Department's fiscal year 2021/2022 operational account #34100.01.540552. The total expenditures for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$100,000.00.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

SS

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF UNIFORMS, CLOTHING AND
RELATED EQUIPMENT FOR THE
DEPARTMENT OF FIRE DURING THE FISCAL
YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of uniforms, clothing and related equipment from Lewis Uniform Company, LLC and United Uniform Company, Inc. for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$200,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the limited number of distributors of the uniforms, clothing and equipment required by the Fire Department Rules and Regulations; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said uniforms, clothing and related equipment at a cost not to exceed \$200,000.00, charging the cost thereof to Budget Account #540820.01.34100 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

55

June 7, 2021

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

Re: Waiver of Competitive Bid Request - Purchase of Uniforms, Clothing and Related Equipment

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting authorizing a waiver of competitive bid for the Syracuse Fire Department to purchase Uniforms, Clothing and Related Equipment from Lewis Uniform, Co., LLC, and United Uniform Company, Inc. during fiscal year 2021/2022.

Per the latest collective bargaining agreement, Sworn members of the Syracuse Fire Department are allotted \$500.00 annually to purchase uniforms and equipment. Payments will be made throughout the calendar year from invoices provided by the selected vendors. Lewis Uniform Co., LLC, and United Uniform Company, Inc. are the only local authorized distributors for the uniform items that are approved for use by the Syracuse Fire Department as per the Department's Rules and Regulations.

The financial expenditures for this purchase were budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Operating Account #540820.01.34100. The total expenditures for this purpose through June 30, 2022 shall not exceed \$200,000.

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management and Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov

51



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to purchase Uniforms, Clothing and Related Equipment from Lewis Uniform Co., LLC, and United Uniform Company, Inc. during Fiscal Year 2021/2022.

Per the latest collective bargaining agreement Sworn members of the Syracuse Fire Department are allotted \$500.00 annually to purchase uniforms and equipment. Payments will be made throughout the calendar year from invoices provided by the selected vendors. Lewis Uniform Co., LLC and United Uniform Company, Inc. are the only local authorized distributors for the uniform items that are approved for use by the Syracuse Fire Department as per the Department's Rules and Regulations.

The financial expenditures for this purchase were budgeted for and will be charged to the Fire Department Budget Fiscal year 2021/2022 operating account #540820.01.34100. The total expenditures for this purpose through June 30, 2022 shall not exceed \$200,000.

The adoption of this waiver is not an attempt by our Department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF REPAIR SERVICE AND BRAKE
PARTS FOR THE DEPARTMENT OF FIRE
DURING THE FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of repair service and brake parts for the Fire Department vehicles from Pat's Brake Supply (PBS) for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$20,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item because the needed parts and/or repair services cannot be identified for purchase in advance due to the unpredictability of the specific repair work and/or parts that will ultimately be needed for the vehicles and this vendor also offers brake re-lining which is not available from other vendors; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said repair service and brake parts for the Fire Department vehicles at a cost not to exceed \$20,000.00, charging the cost thereof to Budget Account #540210.01.34100 or another appropriate account as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a Waiver of Competitive Bid to Purchase Brake Parts and Receive Repair Services

Dear Mr. Copanas:

On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid to purchase brake parts and receive repair service from PBS Brake and Supply Corp., during the Fiscal Year 2021/2022.

The Syracuse Fire Department has a variety of vehicles and apparatus in their fleet. PBS Brake and Supply is able to meet the brake needs of the entire fleet. Specifically, they offer brakes with "severe service" linings, which provide better and safer vehicle braking during emergency responses. They also offer brake re-lining, a service which no other vendors are able to provide. The total expenditures for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$20,000.

The financial expenditures for this purchase were budgeted for and will be charged to the Fire Department Budget Fiscal 2021/2022 Operating Account #540210.01.34100

Thank you.

Sincerely,

Timothy M. Rudd
Director of Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net

23

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to purchase brake parts and receive repair service from PBS Brake and Supply Corp. during fiscal year 2021/2022.

The Syracuse Fire Department has a variety of vehicles and apparatus in our fleet. PBS Brake and Supply is able to meet the brake needs of our entire fleet. Specifically, they offer brakes with "severe service" linings, which provide better and safer vehicle braking during emergency responses. They also offer brake re-lining, a service which no other vendors are able to provide. The total expenditure for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$20,000.

The financial expenditures for this purchase were budgeted for and will be charged to the Fire Department Budget Fiscal 2021/2022 operating account #34100.01.540210.

Respectfully submitted,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT ADVERTISING OR COMPETITIVE
BIDDING, OF FIRE APPARATUS PARTS AND
COMPONENTS, AND REPAIR SERVICES FOR
THE DEPARTMENT OF FIRE DURING THE
FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of fire apparatus parts and components, and repair services for the Syracuse Fire Department's aerial fleet, from Sutphen Corporation and Vandermolen Fire Company, for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$35,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item as the Syracuse Fire Department's aerial fleet is comprised of Sutphen Aerial Towers, thus alternative supplies or parts would not be acceptable or allowed for recertification of the aerial devices; and

BE IT FURTHER ORDAINED, that the Director of the Office of Management and Budget is hereby authorized to purchase said parts and components and repair services at a cost not to exceed \$35,000.00, charging the cost thereof to Fire Department Budget Account Numbers 540210.01.34100 and 540220.01.34100 or other appropriate accounts as designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



57

OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

Julie Castellitto
Assistant Director

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

RE: Authorize a waiver of competitive bid for the Syracuse Fire Department to pay for fire apparatus parts and components

Dear Mr. Copanas:

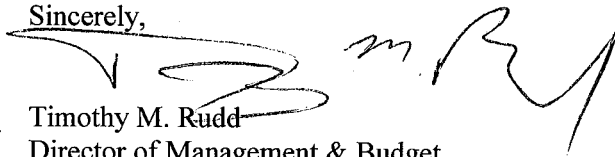
On behalf of the Department of Fire, please prepare legislation for the next scheduled Common Council meeting to authorize a waiver of competitive bid to pay for fire apparatus parts and components from Sutphen Corporation and Vandermolen Fire Company, the authorized distributor during the Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase apparatus replacement parts and factory level repair maintenance services from Sutphen Corporation and Vandermolen Fire Company, the authorized distributor. The SFD fleet is comprised of Sutphen aerial towers, thus alternative suppliers or parts would not be acceptable or allowed for recertification of the aerial devices.

The financial expenditures for Sutphen repairs and parts are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540210 and #34100.01.540220. The total expenditures for this purpose through June 30, 2022 shall not exceed \$35,000.

Thank you.

Sincerely,



Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs
Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to pay for fire apparatus parts and components from Sutphen Corporation and Vandermolten Fire Company, the authorized distributor during Fiscal Year 2021/2022.

The Syracuse Fire Department (SFD) seeks to continue to purchase apparatus replacement parts, and factory level repair maintenance services from Sutphen Corporation and Vandermolten Fire Company, the authorized distributor. The SFD fleet is comprised of Sutphen aerial towers, thus alternative suppliers or parts would not be acceptable or allowed for re-certification of the aerial devices.

The financial expenditures for Sutphen repairs and parts are budgeted for and will be charged to the Fire Department Budget Fiscal Year 2021/2022 Account #34100.01.540210 and #34100.01.540220. The total expenditures for this purpose through June 30, 2022 shall not exceed \$35,000.

The adoption of this waiver is not an attempt by our department to circumvent other established purchasing policies and procedures. With the approval of this waiver, purchases will be completed in accordance with any other policies as established by the Director of the Office of Management and Budget and the Division of Purchase.

Respectfully,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

Ordinance No.

2021

**ORDINANCE AUTHORIZING PURCHASE,
WITHOUT FORMAL ADVERTISING OR
COMPETITIVE BID, OF RADIO EQUIPMENT
PARTS AND REPAIR SERVICE FOR MOTOROLA
RADIO EQUIPMENT AND FIRE STATION
ALARMS OF THE DEPARTMENT OF FIRE
DURING THE FISCAL YEAR 2021/2022**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of radio equipment parts and repair service for Motorola radio equipment and Fire Station Alarms from United Radio for the Department of Fire during the fiscal year 2021/2022 at a cost not to exceed \$50,000.00 without formal advertising or competitive bidding by reason of the fact that United Radio is the authorized dealer of Motorola radios, parts and repairs; and

BE IT FURTHER ORDAINED, that the Director of Management and Budget is hereby authorized to purchase said radio equipment parts and repair service for Motorola radio equipment and fire station alarms at a cost not to exceed \$50,000.00, charging the cost thereof to the following Fire Department Budget Accounts: for parts Account #540542.01.34100 Technical Devices and Tools; for repairs of hand held radios Account #540720.01.34100 Technical Equipment and Tool Repair; and for fire station alarms and radios Account #540511.01.34100 or another appropriate account to be designated by the Commissioner of Finance; and

BE IT FURTHER ORDAINED, that this waiver is hereby authorized to be extended, where necessary, for a period not to exceed sixty (60) days after June 30, 2022 provided funding from the appropriation authorized by this Ordinance remains available.



OFFICE OF MANAGEMENT & BUDGET

CITY OF SYRACUSE, MAYOR BEN WALSH

June 7, 2021

Timothy M. Rudd
Director

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

Julie Castellitto
Assistant Director

RE: Waiver of Competitive Bid to Purchase Radio Parts and Receive Repair Service

Dear Mr. Copanas:

On behalf of the Syracuse Fire Department, please prepare legislation to be introduced at the next scheduled Common Council Meeting authorizing a waiver of competitive bid process for the Syracuse Fire Department to purchase radio parts and receive repair service from United Radio during Fiscal Year 2021/2022.

The Syracuse Fire Department uses Motorola radio equipment to interact with the 911 dispatch center, as the entire Onondaga County Emergency Communications system is built on a Motorola platform. United Radio is the authorized dealer of Motorola radios, parts and repairs. The Fire Department relies upon United Radio for repairs on hand-held radios, mobile radios in our apparatus, repairs to fire station alarms, and for radio equipment parts.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's operational account #540542.01.34100, Technical Devices & Tools. The financial expenditure for the repairs of hand-held radios is budgeted for and will be charged to the Fire Department's operational account #540720.01.34100, Technical Equipment & Tool Repair. The financial expenditure for the repairs to Fire Station alarms and radios is budgeted for and will be charged to the Fire Department's operational account #540511.01.34100, Facility Repair. The total expenditures for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$50,000.00.

Thank you.

Sincerely,

Timothy M. Rudd
Director of Management & Budget

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

Office 315 448-8252
Fax 315 448-8116

www.syr.gov.net



SYRACUSE FIRE DEPARTMENT

CITY OF SYRACUSE, MAYOR BEN WALSH

June 4, 2021

Michael J. Monds
Chief of Fire

Dan Downes
First Deputy Chief

Deputy Chiefs

Robert Cussen
Elton Davis
Barry Lasky
John Kane
James Farewell

Tim Rudd
Office of Management & Budget Director
City of Syracuse
233 E. Washington Street Rm 213
Syracuse, New York 13202

Re: Request for Legislation

Mr. Rudd,

Please prepare legislation to be introduced at the next meeting of the Common Council to authorize a waiver of competitive bid for the Syracuse Fire Department to purchase radio parts and receive repair service from United Radio during Fiscal Year 2021/2022.

The Syracuse Fire Department uses Motorola radio equipment to interact with the 911 dispatch center, as the entire Onondaga County Emergency Communications system is built on a Motorola platform. United Radio is the authorized dealer of Motorola radios, parts and repairs. The Fire Department relies upon United Radio for repairs on hand-held radios, mobile radios in our apparatus, repairs to fire station alarms, and for radio equipment parts.

The financial expenditures for the purchase of parts were budgeted for and will be charged to the Fire Department's operational account #540542.01.34100, Technical Devices & Tools. The financial expenditure for the repairs of hand-held radios is budgeted for and will be charged to the Fire Department's operational account #540720.01.34100, Technical Equipment & Tool Repair. The financial expenditure for the repairs to Fire Station alarms and radios is budgeted for and will be charged to the Fire Department's operational account #540511.01.34100, Facility Repair. The total expenditures for this purpose from July 1, 2021 through June 30, 2022, shall not exceed \$50,000.00.

Respectfully submitted,

Michael J. Monds

Michael J. Monds
Chief of Fire

Chief's Office
Syracuse Fire Dept.
Public Safety Building
511 S. State St.
6th Floor, Rm. 607
Syracuse, N.Y. 13202

Office 315 473 5525
Fax 315 422 7766

www.syr.gov.net

59 66

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 2956 GENESEE
STREET EAST 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 2956 Genesee Street East, being Lot 171, Tract Brad Hills Amd 5, Section 042, Block -02, Lot -05.0 (042.-02-05.0), Property No. 1731316100, 51.11 x 100.68 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

59-66

May 19, 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: 2956 Genesee St E 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:

2956 Genesee St E
Lot171tr Brad Hills Amd 5
042. - 02 - 05.0
Property #: 1731316100
51.11x100.68vac Fp171
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,

David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

44

60-69

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 2960 GENESEE
STREET EAST 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 2960 Genesee Street East, being Lot 172, Tract Brad Hills Amd 5, Section 042, Block -02, Lot 06.0 (042.-02-06.0), Property No. 1731316200, 50 x 100 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

60-67

May 19, 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: 2960 Genesee St E 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:

2960 Genesee St E
Lot172tr Brad Hills Amd 5
042. - 02 - 06.0
Property #: 1731316200
50x100vac Fp171
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,


David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

45

61-68

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL
THE RIGHT, TITLE AND INTEREST OF THE
CITY OF SYRACUSE IN AND TO 2964 GENESEE
STREET EAST 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 2964 Genesee Street East, being Lot 173, Tract Brad Hills Amd 5, Section 042, Block -02, Lot -07.0 (042.-02-07.0), Property No. 1731316300, 55 x 100 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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.



67-68

DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

May 19, 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: 2964 Genesee St E 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:

2964 Genesee St E
Lot173tr Brad Hills Amd 5
042. - 02 - 07.0
Property #: 1731316300
55x100vac Fp171
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

46

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 221 AVERY AVENUE &
SCHUYLER 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 221 Avery Avenue & Schuyler Street, being Lot P 15 & 16, Block 56, Section 111, Block -29, Lot -10.0 (111.-29-10.0), Property No. 0704000700, 100 x 94.82 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

June 2, 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: 221 Avery Ave & Schuyler 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:

221 Avery Ave & Schuyler St

Lot P15&16 Bl56

111. - 29 - 10.0

Property #: 0704000700

100x94.82 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

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

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

Very Truly Yours,

David M. Clifford
Commissioner

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 208-210 COLVIN STREET
WEST FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 208-210 Colvin Street West, being Block 1043, Tract T M Wood Fl Sub, Section 084, Block -24, Lot -29.0 (084.-24-29.0), Property No. 1918101400, 37.50 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

June 2, 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: 208 - 10 Colvin St W TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

208 - 10 Colvin St W
Bl1043 Tr T M Wood Fl Sub
084. - 24 - 29.0
Property #: 1918101400
37.50x132 Vac
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Office 315 448 8370
Fax 315 448 8190

assessment@syrgov.net

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

Very Truly Yours,


David M. Clifford
Commissioner

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 212-214 COLVIN STREET
WEST FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 212-214 Colvin Street West, being Block 1043, Tract T M Wood Fl Sub, Section 084, Block -24, Lot -30.0 (084.-24-30.0), Property No. 1918101500, 37 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

64

June 2, 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: 212 - 14 Colvin St W TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

212 - 14 Colvin St W
BL1043 Tr T M Wood Fl Sub
084. - 24 - 30.0
Property #: 1918101500
37x132 Vac
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

42

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 216-218 COLVIN STREET
WEST FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 216-218 Colvin Street West, being Block 1043, Tract T M Wood Fl Sub, Section 084, Block -24, Lot -31.0 (084.-24-31.0), Property No. 1918101600, 35 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

65

June 2, 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 - 18 Colvin St W TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

216 - 18 Colvin St W
Bl1043 Tr T M Wood Fl Sub
084. - 24 - 31.0
Property #: 1918101600
35x132 Vac
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

43

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 222-224 COLVIN STREET
WEST FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 222-224 Colvin Street West, being Block 1043, Tract T M Wood Fl Sub 6, Section 084, Block -24, Lot -32.0 (084.-24-32.0), Property No. 1918101700, 35 x 132 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

66

June 2, 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: 222 - 24 Colvin St W TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151.

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

222 - 24 Colvin St W
Bl1043 Tr T M Wood Fl Sub 6
084. - 24 - 32.0
Property #: 1918101700
35x132 Vac
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

AA

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND 321 CRADDOCK STREET &
HILLVIEW 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 321 Craddock Street & Hillview Avenue, being Lot P 143, Tract Craddock Park, Section 079, Block - 11, Lot -24.0 (079.-11-24.0), Property No. 1320002400, 41 x 108 Angular Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

67

June 2, 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: 321 Craddock St & Hillview Av 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:

321 Craddock St & Hillview Av
Lot P 143 Tr Crad Park
079. - 11 - 24.0
Property #: 1320002400
41x108 Ang Vac Fp97
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours,


David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

45

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 212 HIGHRIDGE DRIVE
& HIGHRIDGE PLACE 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 212 Highridge Drive & Highridge Place, Lot 212A, Section 2A, Broadview Heights, Pt of Fl 73, Section 090, Block -04, Lot -27.0 (090.-04-27.0), Property No. 1138801700, 90 x 112.41 x 188.52 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



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

68

June 2, 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: 212 Highridge Dr & Highridge 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:

212 Highridge Dr & Highridge
Lot212a Sect2a Broadview Hgts Pt Of Fl 73
090. - 04 - 27.0
Property #: 1138801700
90x112.41x188.52 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-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,
A handwritten signature in black ink, appearing to read "David M. Clifford".
David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

46

and execution by the Corporation Counsel.

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 401 RICHMOND
AVENUE & WALL 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 401 Richmond Avenue & Wall Street, Lot P 40 & 41, Block 103, Tract Pierson Amd, Section 109, Block -06, Lot -06.0 (109.-06-06.0), Property No. 0276006200, 69 x 60.62 Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

June 2, 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: 401 Richmond Ave & Wall 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:

401 Richmond Ave & Wall St
Lot P40&41 Bl 1o3 Tr Pierson Amd
109. - 06 - 06.0
Property #: 0276006200
69x60.62 Vac
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

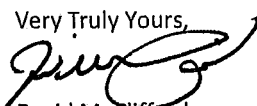
The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be 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,

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 1600-1610 SOUTH
AVENUE & EASTMAN 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 1600-1610 South Avenue & Eastman Avenue, Lot 101 Resub, Block 1, Tract Eastman, Section 079, Block -14, Lot -05.0 (079.-14-05.0), Property No. 1385003500, 90 x 80.21 Angular Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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.

70



DEPARTMENT OF ASSESSMENT
CITY OF SYRACUSE, MAYOR BEN WALSH

June 2, 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: 1600 - 10 South Ave & Eastman 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:

1600 - 10 South Ave & Eastman Ave
Lot 101 Resub Bl 1 Tr Easman
079. - 14 - 05.0
Property #: 1385003500
90x80.21 Ang Vac
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,


David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

48

Ordinance No.

2021

**ORDINANCE AUTHORIZING SALE OF ALL THE
RIGHT, TITLE AND INTEREST OF THE CITY OF
SYRACUSE IN AND TO 2130 SOUTH AVENUE &
HUTCHINSON 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 2130 South Avenue & Hutchinson Avenue, Lot 19, Block 7, Tract Elmwood Park Ext, Section 079, Block -20, Lot -19.0 (079.-20-19.0), Property No. 1385003700, 40 x 60 Angular Vacant Lot to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that upon payment to the Commissioner of Finance of the sum of \$1.00 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

71

June 2, 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: 2130 South Ave & Hutchinson Av 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:

2130 South Ave & Hutchinson Av
Lot19 Bl7 Tr Elm Pk Ext
079. - 20 - 19.0
Property #: 1385009700
40x60 Ang Vac Fp116
Purchaser: GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION.

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

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

Office 315 448 8370
Fax 315 448 8190

assessment@syr.gov.net

Very Truly Yours

A handwritten signature in black ink, appearing to read "David M. Clifford", written over a circular stamp that contains the text "David M. Clifford" and "Commissioner".
David M. Clifford
Commissioner

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL

49

**BOND ORDINANCE AMENDING BOND
ORDINANCE NO. 428-2017 OF THE CITY OF
SYRACUSE AUTHORIZING THE ISSUANCE
AND SALE OF BONDS IN THE AMOUNT OF
ONE MILLION FIVE HUNDRED THOUSAND
DOLLARS (\$1,500,000.00) TO DEFRAY THE
COST AND EXPENSE OF THE 2016/2017
PARKING GARAGE ELEVATOR UPGRADES
PROGRAM TO ALSO INCLUDE REPAIRS AND
UPGRADES TO THE CITY HALL ELEVATORS**

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 the cost and expense of the 2016/2017 Parking Garage Elevator Upgrades Program which includes engineering design services, car and corridor fixtures to improve the lighting within the elevators and bring them up to Code, installation of a hydraulic controller/power unit, because the hydraulic control system insures floor to floor accuracy and leveling, improvements to the door operator/lock and materials to improve the reliability to the carbide and hatchway door equipment for the elevators in the Fayette Street Parking Garage, the Madison Irving Parking Garage, and the Washington Street Garage and repairs and upgrades to the City Hall Elevators at an estimated maximum cost not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00), general obligation bonds of the City of Syracuse, to be of the terms, form and contents hereinafter provided for, are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York.

Section 2. One Million Five Hundred Thousand Dollars (\$1,500,000.00) 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 Five Hundred

Thousand Dollars (\$1,500,000.00), thereby providing such sum for all the maximum cost of such class of objects or purposes.

Section 4. It is hereby determined that the class of objects or purposes for which bonds are to be issued falls within subdivision 13 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such class of objects or purposes is ten (10) years.

Section 5. The Commissioner of Finance, not more than fifteen (15) days and not less than three (3) days before the sale of said bonds, shall file with the Comptroller of the State of New York a supplemental debt statement and file a duplicate thereof with the City Clerk in compliance with Section 109.00 of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell the bonds and bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance who is the chief fiscal officer of the City under the Local Finance Law. The Commissioner of Finance may sell such bonds at public or private sale, with or without bond insurance or other credit enhancement, at a discount or premium, at fixed or variable rates of interest or at no interest whatsoever, or as capital appreciation bonds, and with such amortization of principal as the Commissioner of Finance shall determine is most favorable to said City, and in compliance with any rules of the State Comptroller applicable thereto. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt, acquire credit support, and enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance

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

Section 7. The temporary use of available funds of the City of Syracuse, not immediately required for the purpose or purposes for which the same were raised or otherwise created, is

hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the capital purposes described in Section 1 of this ordinance. The reasonably expected source of funds to be used to initially pay for the expenditures authorized by Section 1 of this resolution shall be from the City's Capital Fund. It is intended that the City shall then reimburse expenditures from the Capital Fund with the proceeds of the bonds and bond anticipation notes authorized by this ordinance and that the interest payable on the bonds and any bond anticipation notes issued in anticipation of such bonds shall be excludable from gross income for federal income tax purposes. This ordinance is intended to constitute the declaration of the City's "official intent" within the meaning of Treasury Regulation Section 1.150-2 to reimburse the expenditures authorized by this ordinance with the proceeds of the bonds and bond anticipation notes authorized herein. Other than as specified in this ordinance, no monies are reasonably expected to be received, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

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

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

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

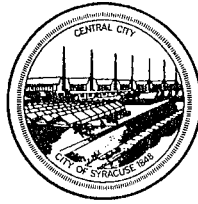
Section 11. This ordinance shall take effect immediately.

Ordinance No.

2021

**ORDINANCE AUTHORIZING THE
ENGINEERING SERVICES AND
CONSTRUCTION NEEDED FOR THE 2016/2017
PARKING GARAGE ELEVATOR UPGRADES
PROGRAM FOR THE DEPARTMENT OF
PUBLIC WORKS**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services and construction needed for the 2016/2017 Parking Garage Elevator Upgrades Program which includes engineering design services, car and corridor fixtures to improve the lighting within the elevators and bring them up to Code, installation of a hydraulic controller/power unit, because the hydraulic control system insures floor to floor accuracy and leveling, improvements to the door operator/lock and materials to improve the reliability to the carbide and hatchway door equipment for the elevators in the Fayette Street Parking Garage, the Madison Irving Parking Garage, and the Washington Street Garage and repairs and upgrades to the City Hall Elevators at a total cost not to exceed \$1,500,000.00 and the Director of Management & Budget is hereby authorized to enter into a contract or contracts therefor in the manner provided by law; professional services for the project shall be obtained in accordance with Section 5-205A (8) of the Syracuse City Charter; charging the cost thereof to proceeds of the sale of bonds in the amount of \$1,500,000.00 authorized contemporaneously herewith by ordinance of this Common Council.



CITY OF SYRACUSE COMMON COUNCIL

JOSEPH G. CARNI
Councilor-1st District
Minority Leader

June 17, 2021

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

Dear Mr. Copanas:

Please prepare legislation for the waiver agenda of the Common Council meeting of Monday, June 21, 2021 to amend the following:

- Ordinance No. 428 of 2017 regarding authorization for the issuance and sale of Bonds for the 2016/17 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street and Madison Irving City owned Parking Garages in the amount not to exceed \$1,500,000.000. Amend also to include the City Hall Elevators Repairs/Upgrades.
- Ordinance No. 429 of 2017 authorizing the Engineering services and Construction needed for the 2016/17 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street and Madison Irving City owned Parking Garages in the amount not to exceed \$1,500,000.000. Amend also to include the City Hall Elevators Repairs/Upgrades.

Attached you will find supporting documentation from Department of Public Works Commissioner, Jeremy Robinson.

Thank you for your attention in this matter.

Sincerely,

Joseph G. Carni
1st District Councilor

JGC/amg



72-73

DEPARTMENT OF PUBLIC WORKS

CITY OF SYRACUSE, MAYOR BEN WALSH

16 June 2021

Jeremy Robinson
Commissioner

Ann Fordock
Deputy Commissioner

Martin E. Davis, L.S.
Deputy Commissioner

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

Re: Amend Authorization for the Issuance and Sale of Bonds and Project Authorization and for the 2016/17 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street and Madison Irving City owned Parking Garages in the amount not to exceed \$1,500,000.00. Amend to include City Hall Elevator Repairs/Upgrades

Dear Mr. Copanas:

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

- Amend Ordinance No. 428 of 2017 regarding authorization for the issuance and sale of Bonds for the 2016/17 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street and Madison Irving City owned Parking Garages in the amount not to exceed \$1,500,000.00. Amend to also include the City Hall Elevators Repairs/Upgrades.
- Amend Ordinance No. 429 of 2017 authorizing the Engineering services and Construction needed for the 2016/17 Parking Garage Elevator Upgrades Program, at Washington Street, Fayette Street and Madison Irving City owned Parking Garages in the amount not to exceed \$1,500,000.00. Amend to also include the City Hall Elevators Repairs/Upgrades.

The elevator repairs are ongoing at Washington Street, Fayette Street and Madison Irving Parking garages and funding is also needed to complete repairs to the elevators at City Hall. The northerly elevator in City Hall has been out of service for some time and needs to be repaired as soon as possible.

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

Very truly yours,

Jeremy Robinson
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

GROWTH. DIVERSITY. OPPORTUNITY FOR ALL.

53



City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	06/16/21	Department:	Public Works
Project Name:	2016/17 Parking Garage Elevator and City Hall Elevator Upgrades Program		
Project Cost:	\$1,500,000		
Contact Name:	Jeremy Robinson, Commissioner		
Project Description:	Parking Garage Elevator and City Hall Elevator Upgrades Program- modernize all elevators at three City owned garages, at Washington Street, Fayette Street and Madison-Irving Parking Garages and at City Hall		

Projected Time Line & Funding Source(s)

Estimated Start Date: 1-Jun Estimated Completion Date: 2022

Funding Source:	Dollar Amount:
Local Share: Cash Capital	\$0
Local Share: Bonds (complete schedule below)	\$ 1,500,000.00
State Aid/Grant (identify)	\$0
Federal Aid/Grant (identify) (TIP)	\$0
Other (identify) Syracuse University	\$0
Other (identify) Onondaga County	\$0
Total Project Funding (must equal cost):	\$ 1,500,000.00

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2016/17	\$ 1,500,000.00
2		
3	0	
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ 1,500,000.00

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes ☒ No ☐ Reason("No"):
CIP 2016/17

Director of Administration: _____

Date: 17 JUNE 21

Director of Management & Budget: _____

Date: 6-16-21

Commissioner of Finance: _____

Date: 6/16/21