

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

(12/17)

REGULAR MEETING – DECEMBER 17, 2018  
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 Father John Schopfer, Brady Faith Center, Syracuse New York)*
3. *Roll Call - (All Present - 9)*
4. *Minutes – December 3, 2018 (Adopted 9-0)*
5. *Petitions - (none)*
6. *Committee Reports - (none)*
7. *Communications – (A letter from James Ranalli of North Geddes Street Properties, LLC accepting the terms and conditions of Special Ord. No. 741 (11/19/18))*

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*NEW BUSINESS*  
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BY PRESIDENT HUDSON:

- 9-0** 8. *Resolution - Approving the Appointment of Various Persons as Commissioners of Deeds for 2019-2020.* **37-R**

BY COUNCILOR THOMPSON:

- 9-0** 9. *Agreement – With the Street Addiction Institute 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 January 1, 2019-June 30, 2019. Total cost not to exceed \$100,000 to be charged to Account # TRT 14800.01.599309.* **789**
- 9-0** 10. *Authorize - Payment to Kevin W. Corcoran, for providing professional services consisting of facilitating leadership and team building activities for at-risk youth, as part of the Department of Police G.R.E.A.T. Program, July 26-27, 2018 and August 15-16, 2018. Total cost not to exceed \$850 from the D.A.R.E. Account #504080.26.31220.* **790**

11. Agreement - With BRYCER, LLC for the provision of "The Compliance Engine" for the Fire Department Fire Prevention Bureau, for the period of three (3) years, effective January 2, 2019 with one three (3) year renewal option with the approval of the Mayor and the Common Council. There is no product cost to the City. **9-0** **791**
12. Amend - The Revised General Ordinances; Chapter 9, Article 11, Section 9-117, entitled "New York State Uniform Fire Prevention and Building Code", to add the following language after the first paragraph: "All installation, inspection and maintenance reports required to be furnished to the City of Syracuse by the laws and regulations of New York State or the Code of the City of Syracuse shall be electronically forwarded to the City of Syracuse. Effective on January 2, 2019. **WD** **WD**
13. Application & Agreement - To and with the Federal Emergency Management Agency under the Fiscal Year 2018 Fire Prevention and Safety Grant Program (FPS) in an amount not to exceed \$100,000, to conduct critically needed building code enforcement training to reach high-risk target groups and mitigate the incidence of death, injuries, and property damage caused by fire and fire-related hazards. A required local match of (5%) from Account #510400.34100.01 (Sworn Operating Budget, Fire Department). **9-0** **792**
14. Resolution – To re-appoint Daniel Grinnals to the Citizens Review Board for the term ending December 31, 2021. This is a Councilor-At-Large appointment. **9-0** **38-R**

BY COUNCILOR RUDD:

15. Levy - Onondaga County Tax (Excluding Onondaga County Consolidated Sanitation District) for 2019. Total amount \$46,559,802. **9-0** **793**
16. Levy - Onondaga County Water District Tax for 2019. Total amount \$296,427. **9-0** **794**
17. Levy - Onondaga County Sewer Rent for 2019. Total amount \$29,140,732. **9-0** **795**

BY COUNCILOR GREENE:

18. Contract - With Cornell Cooperative Extension of Onondaga County for a Water Quality Education Program in the Skaneateles Lake Watershed and for Farm Business Management Services from January 1, 2019–December 31, 2019. Total cost not to exceed \$96,178 charged to Account #05.83350.541500. The Mayor waived the RFP process. **9-0** **796**
19. Agreement - With the Onondaga County Resource Recovery Agency (OCRRA) for use of OCRRA'S Solid Waste Management System (Hauler Agreement) for the period of one year from January 1, 2019 through December 31, 2019 with a tipping fee of \$95 per ton or \$91 per ton for prompt payment. **9-0** **797**

20. *Agreement – With Syracuse University, a minimum of 25 monthly parking spaces and a maximum of 125 monthly parking permits in the Washington Street Garage, on behalf of their faculty, staff and students, for the period of two years to commence on February 1, 2019 with two (2) one-year renewal options with the approval of the Mayor and the Common Council. The monthly rate and term per permit for the new agreement will be the market rate, as established by the Common Council, plus applicable sale tax.* **798**
- 9-0
21. *Agreement - With Precision Weather Service, LLC, for weather forecasting services, for the period of January 1, 2019 - December 31, 2019 on behalf of the Department of Public Works. Total cost not to exceed \$1,740 from Budget Account #541500.01.51420. The Mayor has waived the RFP Process.* **799**
- 9-0
22. *Amend – Ord #705 (11/05/2018), “Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of the D.P.W. 2018/2019 Unimproved Street Program (Slurry Seal) for the streets as listed in Appendix “A”. Total amount not to exceed \$934,000.” Amend the not to exceed to \$936,511, due to increased Slurry Seal pricing per square yard.* **800**
- 9-0
23. *Amend – Ord. #706 (11/05/2018), “Authorize – The 2018/2019 Unimproved Street Program (Slurry Seal), on behalf of the Department of Public Works as detailed in Appendix “A”, cost thereof to be charged to the premises fronting thereon. Charge to the proceeds from the sale of bonds. Total cost not to exceed \$934,000.” Amend the not to exceed to \$936,511 charged to Account #541500.09.00526, due to increased Slurry Seal pricing per square yard.* **801**
- 9-0
24. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to be used to defray the cost of the Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering. Total amount not to exceed \$300,000* **802**
- 9-0
25. *Agreement – With the New York State Department of Transportation, for the Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering, in an amount not to exceed \$300,000. Total project cost not to exceed \$8,159,000.* **803**
- 9-0
26. *Authorize – The Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24, on behalf of the Department of Engineering, in an amount not to exceed \$300,000. Total project cost not to exceed \$8,159,000.* **804**
- 9-0
27. *Amend – Ord. 276 (04/10/2017), “Agreement - With C&S Engineers Inc., for Preliminary Design Services plans for the Downtown Mill & Pave Project, PIN 3756.06, on behalf of the Department of Engineering. Total cost not to exceed \$555,000 to be paid on a time and expense basis. The City will incur all initial costs with subsequent 80% reimbursement from federal funds, 15% Marchiselli funds, and 5% with existing local capital account funds previously authorized by Ordinance No. #634-2014.” Amend to add Final Design Services and to include additional cost of \$490,000. Total final design costs not to exceed 1,045,000 from Capital Account #599807.07.701056000.”* **805**
- 9-0

28. **9-0** Amend – Ord. #494 (06/05/2017), “Bond Ordinance - Authorizing the issuance and sale of bonds to be used to defray the cost of the scoping and preliminary design phases and the Detail Design Phase for the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39, on behalf of the Department of Engineering. Total amount not to exceed \$326,500. The City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.” Amend to add Construction and Construction Inspection Phase for \$1,687,000 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused Design Phase money). **806**
29. **9-0** Amend – Ord. #825 (10/10/2017), “Agreement - With N.Y.S. DOT for the scoping and preliminary design phase and the Detail Design Phase for the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project PIN 3756.39, on behalf of the Department of Engineering. The construction shall begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction. Total cost not to exceed \$326,500. The City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated. The City will incur all initial costs with subsequent 95% reimbursement from the Federal government through TIP.” Amend to add Construction and Construction Inspection Phase for \$1,687,000 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused Design Phase money). Total Construction and Construction Inspection Phase cost not to exceed \$1,841,500 from Account #599807.07.701245000 **807**
30. **9-0** Amend – Ord. #496 (06/05/2017), “Authorize - The scoping and preliminary design phase and the Detail Design Phase of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39, on behalf of the Department of Engineering. Total cost not to exceed \$326,500. The City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated. The City will incur all initial costs with subsequent 95% reimbursement from the Federal government through TIP.” Amend to add Construction and Construction Inspection Phase for \$1,687,000 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused Design Phase money). Total Construction and Construction Inspection Phase cost not to exceed \$1,841,500 from Account #599807.07.701245000 **808**

BY COUNCILOR CARNI:

31. **9-0** Accept - From Excellus Blue Cross Blue Shield a donation in the amount of \$3,000 to be deposited in the Parks Improvement Account #25.71400.404770, on behalf of the Department of Parks, Recreation & Youth Programs for ten (10) free skate nights on Wednesdays at the Clinton Square Ice Rink from January 9, 2019-March 13 2019. **809**
- H** 32. Agreement – Onondaga Community College to provide student interns from its Human Services Program working knowledge of day to day operations of a municipal Parks and Recreation Department and the opportunity to work directly with recreation personnel, for the period of one year from January1, 2019-December 31, 2019 with two (2) one year renewal options with the approval of the Mayor and the Common Council. **H**

- 9-0 33. Purchase w/c/b - Contract with the Central New York Society for the Prevention of Cruelty to Animals for animal cruelty services from January 1, 2019 - December 31, 2019, on behalf of the Department of Parks, Recreation & Youth Programs. Total cost not to exceed \$12,000 to be charged to Budget Account #541500.01.35100. 810

BY COUNCILOR RYAN:

- 9-0 34. Resolution – To re-appoint Balbina Priscilla Santana to the Citizens Review Board as the Second Council District representative for the term ending December 31, 2021. 39-R

BY COUNCILOR BOYLE:

- 9-0 35. Appropriate Funds – From Account #595945.01.90000 in the amount of \$1,000,000 for The Central New York Community Foundation Inc. to serve as a conduit for Onondaga County contracts with the Say Yes to Education Foundation, as detailed in Exhibit "A", for the period July 1, 2018 – June 30, 2019. 811

- 9-0 36. Authorize - The City of Syracuse Deferred Compensation Board to adopt the New York State Deferred Compensation Plan (the "Plan") in accordance with Section 5 of the State Finance Law, on behalf of the Office of Personnel and Labor Relations. The New York State Board will assist the City in transferring over all current employees who are in the City's Plan at no cost to the City. 812

- 9-0 37. Contract - With PMA Management Corporation for Workers' Compensation Claims Administration Services, to manage and process employee claims and assist in case management for both the City (\$102,000) and the Syracuse City School District (SCSD) (\$165,750) for the period of three (3) years January 1, 2019-December 31, 2021, with two (2) one-year renewal options (not to exceed additional 3%) with the approval of the Mayor and the Common Council, on behalf of the Office of Personnel and Labor Relations. Total annual cost (billed separately) not to exceed \$267,750 from Account #590401.01.90400 and a SCSD Account designated by their Chief Financial Officer. 813

- 9-0 38. Resolution – To re-appoint Lori Nilsson to the Citizens Review Board as the Third Council District representative for the term ending December 31, 2021. 40-R

BY COUNCILOR ALLEN:

- 7-2 39. Contract - With RGA, Inc., to complete Phase I of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse, on behalf of City Planning, in an amount not to exceed \$34,287 charged to Account #599802.02.235750118. Funded by a grant awarded to the City (\$38,000) from NYS Department of Parks, Recreation & Historic Preservation. 814  
Carni & Ryan

40. **9-0** *Special Permit - To approve a restaurant located at 3408-3416 Burnet Avenue. One person spoke in favor and no one spoke in opposition to the proposal. There were three waivers granted in regard to off-street parking, street line treatment, and arterial setback regulations. Liberty Deli of Syracuse, applicant, NSSM Peacock LLC, owner.* **Gen. #47**
41. **9-0** *Amend – Ord.#452 (07/09/2018), “Sell – All right, title and interest of the City of Syracuse in and to the premises known as 109 Fountain Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)” Amend to correct the description to “Lots P 38 P 5, Block 404 B, Tract Wilkinson & Barnes.” All other terms remain the same.* **815**
42. **9-0** *Amend – Ord.#261 (04/10/2017), “Sell – All right, title and interest of the City of Syracuse in and to the premises known as 145 Minerva Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)” Amend to correct a misspelling of the Tract name in the legal description from “Turtlelot” to Turtelot”. All other terms remain the same.* **816**
43. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 513 Ash Street, a wood house unfinished, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**
44. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 308 Colvin Street East, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **H**
45. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 701 Danforth Street & Carbon Street, a brick & wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**
46. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 121 Elmwood Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)* **H**
47. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 825 Emerson Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **H**
48. **WD** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1715 Fayette Street East & Westcott Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5)* **WD**
49. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 905 First North Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**
50. **H** *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 115 Fountain Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **H**

- H** 51. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 122 Foxboro Road, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **H**
- H** 52. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 215 Glen Avenue East, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1) **H**
- H** 53. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 316 Greenway Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1) **H**
- H** 54. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 212 Hier Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1) **H**
- H** 55. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 229 Newell Street West, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **H**
- H** 56. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 309 Ontario Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **H**
- H** 57. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 106 Ostrander Avenue East, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **H**
- H** 58. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 526 Rich Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **H**
- H** 59. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 242 Shonnard Street, a wood house & shop, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **H**
- H** 60. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 735 South Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **H**
- WD** 61. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1549 South Avenue, a wood house & shop, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **WD**
- WD** 62. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1612-1614 South Avenue, a cement house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3) **WD**

- 9-0** 63. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 1008 Glencove Road, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **817**

BY COUNCILOR DRISCOLL; PRESIDENT HUDSON AND ALL COUNCILORS:

- 9-0** 64. Resolution – To Honor Brandon Pearson and the Nottingham High School JV Football Team for setting an example by their actions on how we should all treat each other. **41-R**

(SUPPLEMENTAL AGENDA – DECEMBER 17, 2018)  
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR RUDD:

- 9-0** 65. Agreement – With Invoice Cloud Inc., to provide card payment acceptance services for the period of three calendar years (2019, 2020, and 2021). Fees and associated costs outlined in the ordinance, charged to the Fiscal Services Account #593260.01.90000. **818**

BY COUNCILOR GREENE:

- 9-0** 66. Purchase w/c/b – With B and T Landscaping and Lawn Care, for a snow clearing agreement during 2018/2019 winter season. Total cost not to exceed \$170,000 to be charged to D.P.W. Snow & Ice Account #541500.01.51420. **819**

Syracuse Common Council  
Adjourned at 1:20 P.M.

**ORDINANCE AUTHORIZING AN AGREEMENT  
WITH THE STREET ADDICTION INSTITUTE  
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 the Street Addiction Institute for an amount not to exceed the remainder of the \$100,000.00 previously appropriated by Ordinance No. 535-2018 to be charged to Budget Account #TRT 14800.01.599309; said funds will be used to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals through the Trauma Response Team Program; and

BE IT FURTHER ORDAINED, that this agreement shall be in effect January 1, 2019 through June 30, 2019; and

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



November 29, 2018

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

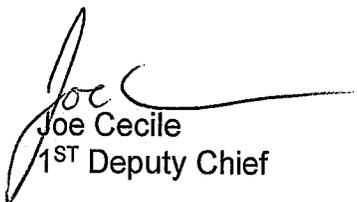
Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City to enter into an agreement with the Street Addiction Institute 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 \$100,000, 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 1/1/19 – 6/30/19.

The total costs of this agreement, not to exceed \$100,000, will be charged to budget account number TRT 14800.01.599309.

Sincerely,

  
Joe Cecile  
1<sup>ST</sup> Deputy Chief

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management & Budget *MW*  
**DATE:** December 10, 2018  
**SUBJECT:** Agreement with Street Addiction Institute to provide Violence Intervention and Prevention Services

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**On behalf of the Department of Police, I am requesting an agreement with the Street Addiction Institute to provide administrative oversight for the Trauma Response Team that will provide violence intervention and prevention services to at-risk City individuals through the Trauma Response Team Program. The contract dates will be from January 1, 2019 to June 30, 2019.**

City funds, in an amount not to exceed \$100,000, will be used to support and fund the salary, benefits, travel equipment, 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.

The total cost of this agreement, not to exceed \$100,000, will be charged to budget account #599309.01.90000.

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

12/11/18  
Date

**ORDINANCE AUTHORIZING PAYMENT TO  
KEVIN W. CORCORAN FOR SERVICES  
PROVIDED TO THE SYRACUSE POLICE  
DEPARTMENT AS PART OF THE 2018  
G.R.E.A.T. PROGRAM**

WHEREAS, the Mayor has waived the RFP process; NOW, THEREFORE,

BE IT ORDAINED, that the Commissioner of Finance be and he is hereby authorized to issue warrants to cover costs associated with services consisting of facilitating leadership and team building activities for at-risk youth as part of the Police Department's G.R.E.A.T. program held on July 26-27, 2018 and August 15-16, 2018:

- Kevin W. Corcoran, \$850.00

and

BE IT FURTHER ORDAINED, that said payments shall be charged to D.A.R.E. Account #504080.26.31220.

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

November 16, 2018

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

**RE: WAIVER OF RFP AND PAYMENT AUTHORIZATION – KEVIN W. CORCORAN**

Dear Mr. Copanas:

On behalf of the Department of Police, please prepare legislation to be introduced at the next Common Council meeting requesting a waiver of the RFP process and authorization of payment to Kevin W. Corcoran for professional services he provided to the Syracuse Police Department on July 26-27, 2018 and August 15-16, 2018.

These services consisted of facilitating leadership and team building activities for at-risk youth as part of the Police Department's G.R.E.A.T. Program.

Expenditures not to exceed \$850.00 will be charged to D.A.R.E account #504080.26.31220

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Mary E. Vossler". The signature is written in a cursive style and is positioned above the typed name.

Mary E. Vossler  
Director of Budget

10

6

Frank L. Fowler  
Chief of Police

Joseph L. Cecile  
First Deputy Chief



Lynette E. DeFavero  
Deputy Chief

Derek P. McGork  
Deputy Chief

Richard F. Shoff  
Deputy Chief

**DEPARTMENT OF POLICE**

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**Ben Walsh, Mayor**

November 15, 2018

Mary Vossler  
Director of Management & Budget  
City Hall  
Syracuse, New York 13202

RE: REQUESTING A WAIVER OF RFP – Kevin W. Corcoran

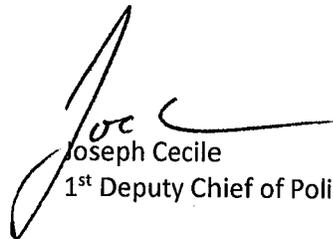
Dear Ms. Vossler,

Please prepare legislation requesting a waiver of the RFP process to be introduced at the next scheduled Common Council meeting, on behalf of the Department of Police, to authorize payment to Kevin W. Corcoran for providing services to the Police Department. These services consisted of facilitating leadership and team building activities for at-risk youth as part of the Police Department's G.R.E.A.T. program. Services were provided on July 26-27, 2018 and August 15-16, 2018. Cost for this service was \$850.00.

Expenditures not to exceed \$850.00 will be charged to the D.A.R.E. account # 504080.26.31220.

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

Sincerely,

  
Joseph Cecile  
1<sup>st</sup> Deputy Chief of Police

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO: Honorable Mayor Ben Walsh**  
**FROM: Mary E. Vossler, Director of Management & Budget**  
**DATE: November 16, 2018**  
**SUBJECT: Waiver of RFP – Kevin W. Corcoran**

On behalf of the Department of Police, I am requesting a waiver of the RFP process and authorization of payment to Kevin W. Corcoran for professional services he provided to the Syracuse Police Department on July 26-27, 2018 and August 15-16, 2018.

These services consisted of facilitating leadership and team building activities for at-risk youth as part of the Police Department's G.R.E.A.T. Program.

Expenditures not to exceed \$850.00 will be charged to D.A.R.E account #504080.26.31220

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

Thank you for your attention regarding this matter.

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

11/19/18  
Date

**ORDINANCE AUTHORIZING AN AGREEMENT  
WITH BRYCER, LLC FOR USE OF "THE  
COMPLIANCE ENGINE" BY THE FIRE  
DEPARTMENT FIRE PREVENTION BUREAU**

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 Brycer, LLC for the use of "The Compliance Engine," a simple, internet-based tool that will allow the Syracuse Fire Department Fire Prevention Bureau to track and enhance code compliance, reduce false alarm activity, and provide a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via Brycer's web portal direct to the Syracuse Fire Department; and

BE IT FURTHER ORDAINED, that said agreement shall be for a three (3) year period beginning on January 2, 2019 with an option for a three (3) year renewal period, subject to the approval of the Mayor and the Common Council, said agreement shall be at no cost to the City; 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.

Michael J. Monds  
Chief of Department

Steven P. Evans  
First Deputy Chief



11  
Deputy Chiefs

Robert Cussen  
Elton Davis  
Thomas Clarke  
Barry Lasky  
Jeffrey Kite

**DEPARTMENT OF FIRE**

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**Ben Walsh, Mayor**

November 30, 2018

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

Sir,

**I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to enter into an agreement with BRYCER, LLC (4355 Weaver Parkway, Warrenville, IL 60555) for the provision of "The Compliance Engine" for the Fire Department Fire Prevention Bureau.**

The Compliance Engine is a simple, internet based tool for the Syracuse Fire Prevention Bureaus to track and enhance code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Syracuse Fire Department. This program facilitates a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer's web-based technology provides a proactive service which includes hard and soft copy notifications to increase testing and improve maintenance activity in a given jurisdiction. The end result is a database with accurate and comprehensive information that is specific to particular buildings. Data generated will include the types of fire detection systems buildings have, when the systems were last tested, and if there are any open deficiencies on the systems that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, our Fire Prevention Bureau will be better equipped in their mission to drive 100% code compliance with life safety laws. Brycer maintain the web-based software, back-up the data, and provide customer service to all third parties who transact business with the Syracuse Fire Department and access The Compliance Engine.

The service contract will be for three (3) years, beginning on January 2, 2019. There will be an automatic renewal for a successive three (3) year period, unless written notice is received at least 90 days prior to the end of the initial term. There is no cost to the City for this product.

Sincerely,

Michael J. Monds  
Chief of Fire

CC: Christie Elliot

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Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management & Budget *MEV*  
**DATE:** December 4, 2018  
**SUBJECT:** Fire Dept.-Agreement with BRYCER, LLC

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On behalf of the Department of Fire, I am requesting your approval for the City of Syracuse to enter into an agreement with **BRYCER, LLC** which will allow the Fire Prevention Bureau access to BRYCER's "Compliance Engine."

The Compliance Engine is an internet based software tool which will allow the Fire Dept. to track code compliance, reduce false alarm activity, and provide a safer community. Third party contractors that inspect test and maintain fire protection systems submit their reports via BRYCER's web portal directly to the Syracuse Fire Dept. With access to this information the Prevention Bureau will be better equipped to drive 100% Code compliance in the City.

The term of the agreement will be three (3) years with an automatic renewal for a successive three (3) years unless written notice is given to terminate service 90 days prior to the end of the initial term. The term is expected to start on January 2, 2019.

There is no cost to the City for this service. Third party fire protection contractors pay all fees.

Please indicate your concurrence to enter into an agreement with **BRYCER, LLC** by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council Meeting.

Thank you for your attention regarding this matter.

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

12/4/18  
Date



The Compliance Engine is a simple, internet based tool for Fire Prevention Bureaus to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, your Department will be better equipped to do more with less in their mission to drive 100% code compliance with life safety laws.

#### Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3<sup>rd</sup> Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

#### The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety

#### Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3<sup>rd</sup> party contractors on per system, per premises, per annum basis.
- Delivers Compliance resulting in new business and maintenance revenue for 3<sup>rd</sup> party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc.

Learn more at [www.thecomplianceengine.com](http://www.thecomplianceengine.com) or 855-279-2371

Collect. Connect. Comply.



**Notable National Partners:**

Los Angeles, CA  
Chicago, IL  
Austin, TX  
Raleigh, NC  
Boise, ID  
Wichita, KS  
San Jose, CA  
Colorado Springs, CO

Long Beach, CA  
Reno, NV  
Salt Lake City, UT  
Greensboro, NC  
Sunnyvale, CA  
Martin County, FL  
College Station, TX  
Huntington Beach, CA

State of Mississippi  
State of Maryland  
Irving, TX  
Hartford, CT  
Corpus Christi, TX  
Seattle, WA  
Scottsdale, AZ  
Indian River County, FL

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 330**  
**Warrenville, IL 60555**

September 21<sup>st</sup>, 2018

Syracuse Fire Department  
511 S State Street  
Syracuse, NY 13202

**Re: "The Compliance Engine"**

Dear Syracuse Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, \_\_\_\_\_ ("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing \_\_\_\_\_ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate

administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Internet Explorer 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [jurisdiction] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

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

Acknowledged and Agreed to this  
\_\_ day of \_\_\_\_\_, 20\_\_:

**[CLIENT]**

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

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of

- security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
  12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
  13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
  14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
  15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
  16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
  17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
  18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
  19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
  20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
  21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Michael J. Monds  
Chief of Department

Steven P. Evans  
First Deputy Chief



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Deputy Chiefs

Robert Cussen  
Elton Davis  
Thomas Clarke  
Barry Lasky  
Jeffrey Kite

**DEPARTMENT OF FIRE**

**Ben Walsh, Mayor**

November 30, 2018

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

Sir,

I hereby request that you take the necessary action to have legislation introduced at the next regular meeting of the Syracuse Common Council to Amend Chapter 9, Article 11, Section 9-117 "New York State Uniform Fire Prevention and Building Code" of the General Ordinances of the City of Syracuse

Please prepare legislation for the next Common Council Meeting to allow the Fire Department to amend Chapter 9, Article 11, Section 9-117 of the General Ordinances of the City of Syracuse pertaining to the City's Fire Prevention Code, to add the following language after the first paragraph:

"All installation, inspection and maintenance reports required to be furnished to the City of Syracuse by the laws and regulations of New York State or the Code of the City of Syracuse shall be electronically forwarded to the City of Syracuse in a manner specified by the Mayor or his designee. This requirement shall take effect on January 2, 2019."

Sincerely,

Michael J. Monds  
Chief of Fire

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**ORDINANCE AUTHORIZING MAYOR TO  
SUBMIT AN APPLICATION FOR A GRANT  
FROM THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY UNDER THE FISCAL  
YEAR 2018 FIRE PREVENTION AND SAFETY  
GRANT PROGRAM AND EXECUTE A  
CONTRACT OR WRITTEN INSTRUMENTS  
ASSOCIATED WITH THE GRANT AS  
NECESSARY**

BE IT ORDAINED, that the Mayor be and he hereby is authorized to submit an application to the Federal Emergency Management Agency under the Fiscal Year 2018 Fire Prevention and Safety Grant program for a grant in an amount not to exceed \$100,000.00; said funds will be used by the Syracuse Fire Department to conduct critically needed building code enforcement training to reach high-risk target groups and mitigate the incidence of death, injuries, and property damage caused by fire and fire-related hazards; a City matching fund of 5% is required and will be provided through account number 510400.34100.01 (Sworn Operating Budget, Fire Department); 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.



**OFFICE OF THE MAYOR  
BUREAU OF RESEARCH**

**Ben Walsh, Mayor**

November 30, 2018

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

**Re: Request for Legislation**

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next meeting of the Syracuse Common Council authorizing the City to apply for, and enter into an agreement with the Federal Emergency Management Agency under the Fiscal Year 2018 Fire Prevention and Safety Grant program (FPS), in an amount not to exceed \$100,000.

If awarded, the Syracuse Fire Department will use the funds to conduct critically needed building code enforcement training to reach high-risk target groups and mitigate the incidence of death, injuries, and property damage caused by fire and fire-related hazards.

A local match of five-percent (5%) is required and will be provided through account number 510400.34100.01 (Sworn Operating Budget, Fire Department.)

Sincerely,

A handwritten signature in cursive script that reads "Janet L. Burke".

Janet L. Burke  
Director

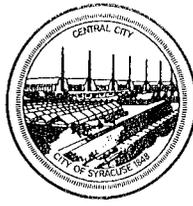
Resolution No.

2018

**RESOLUTION REAPPOINTING DANIEL  
GRINNALS TO THE CITIZEN REVIEW BOARD**

BE IT RESOLVED, by this Common Council that Daniel Grinnals of 213 ½ Dewitt Street, Syracuse, New York 13203 be and he hereby is reappointed to the Citizen Review Board for the term of January 1, 2019 through December 31, 2021. This appointment fills the position to be nominated by the Councilors-at-Large.

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



14  
Council Office: (315) 448-8466  
Fax: (315) 448-8423

**CITY OF SYRACUSE COMMON COUNCIL**

**STEVEN P. THOMPSON**  
**Councilor-at-Large**  
**Majority Leader**

December 7, 2018

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

Dear Mr. Copanas:

Please prepare legislation for the next regularly scheduled Common Council meeting reappointing Daniel Grinnals of 213 ½ Dewitt Street Syracuse, New York 13203 as the at large appointment on the Citizen Review Board for the term that will expire on December 31, 2021.

Thank you for your attention in this matter.

Sincerely,

Steven P. Thompson  
Councilor-At-Large

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**RAYMOND DANIEL GRINNALS**

213 ½ Dewitt Street  
Syracuse, New York 13203  
315-475-8893  
315-475-8897 (fax)

**EDUCATION**

BA, LeMoyne College, 1984; JD, Syracuse University 1987

**EXPERIENCE**

Served on the Syracuse Police Department from August 1970 until August 1990. Retired as a sergeant having 15 years as a detective working both as a regular detective and as an undercover operative. Served on a federally funded "sting" operation for three years. Attended law school full time while working on the police department. Retired to begin a law practice.

Admitted to the bar in 1988 in the Third Department of New York State. Admitted to the Federal Bar in the Northern District of New York. Have maintained a solo practice since then practicing in both the Third and Fourth Departments. The practice was a general practice with emphasis on elder law, wills, trusts and estates, but also real estate, family practice, commercial law and criminal law.

The practice maintained a modicum of real estate work both privately and through the surrogate's practice. On average, I would estimate approximately twenty five (25) closings per year since the start of the practice. These closings consist of both commercial and residential transfers.

In the course of the practice, there have been some other real estate litigation matters such as Actions to Quiet Title, boundary disputes, driveway disputes, and adverse possession matters. I am familiar with these actions and have handled them successfully.

My practice has consisted of representing clients in Family Court for purposes of child support, custody and visitation, juvenile delinquency, child neglect and other defense matters. Additionally, I have been a Law Guardian (Attorney for Children) in matters ranging from neglect to divorce. I have also maintained a successful divorce practice for several years.

In Surrogate's practice I have written numerous wills, some trusts and represented clients who were executors and trustees. I have represented clients in matters pertaining to the Right of Election, have been appointed Guardian Ad Litem and have been involved in matters of guardianship.

I have been employed as attorney for a corporation dealing with contractual matters involving government contracts for cleaning government buildings and servicing small airports.

I am now retired from the practice of law, but do some pro bono work.

I am currently single, but raised three children all of whom are successfully pursuing their careers. I have six grandchildren. I am overall in good health and have checkups twice a year.

Raymond Daniel Grinnals  
213 ½ Dewitt Street  
Syracuse, New York 13203  
315-475-8893

**R. Daniel Grinnals**  
**Attorney and Counselor at Law**

1513

Ordinance No.

2018

**ORDINANCE LEVYING COUNTY TAX  
(EXCLUDING ONONDAGA COUNTY  
CONSOLIDATED SANITATION DISTRICT TAX)**

WHEREAS, pursuant to the Onondaga County Tax Collection Act (the "Act"), the Common Council is required to levy the Onondaga County tax within the City of Syracuse; NOW, THEREFORE,

BE IT ORDAINED, that the estimated amount heretofore certified to the Commissioner of Assessment and this Council by the County Legislature of the County of Onondaga as the amount necessary to be levied for Onondaga County purposes not including the Onondaga County Consolidated Sanitation District Tax in the City of Syracuse for the year 2019, to wit: Forty-Six Million Five Hundred Fifty-Nine Thousand Eight Hundred One and 55/100 Dollars (\$46,559,801.55) be and hereby is imposed and levied upon the owners of and upon the real and personal property liable to taxation within the City of Syracuse, and that the proper officials of the City shall and hereby are directed to levy, assess, extend, raise and collect a tax upon such property liable to taxation in the City of Syracuse in the amount Forty-Six Million Five Hundred Fifty-Nine Thousand Eight Hundred One and 55/100 Dollars (\$46,559,801.55) in the manner provided by law; and

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately; and

BE IT FURTHER ORDAINED, that this ordinance shall be subject to the approval of the Mayor; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance be and is hereby directed to deliver a certified copy of this ordinance to the County Legislature of the County of Onondaga.

16 HJ

Ordinance No.

2018

**ORDINANCE LEVYING ONONDAGA COUNTY  
WATER DISTRICT TAX**

BE IT ORDAINED, that the estimated amount heretofore certified to the Commissioner of Assessment and this Council by the County Legislature of the County of Onondaga as the amount necessary to be levied for Onondaga County Water District purposes in the City of Syracuse for the year 2019, to wit: Two Hundred Ninety-Six Thousand Four Hundred Twenty-Six and 98/100 Dollars (\$296,426.98) upon the owners of and upon real and personal property liable to taxation within the City of Syracuse, and the proper officials of the City shall and hereby are directed to levy, assess, extend, raise and collect a tax upon such property liable to taxation in the City of Syracuse in the amount of Two Hundred Ninety-Six Thousand Four Hundred Twenty-Six and 98/100 Dollars (\$296,426.98) in the manner provided by law; and

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately; and

BE IT FURTHER ORDAINED, that this ordinance shall be subject to the approval of the Mayor; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance be and is hereby directed to deliver a certified copy of this ordinance to the County Legislature of the County of Onondaga.

1715

Ordinance No.

2018

**ORDINANCE LEVYING ONONDAGA COUNTY  
SANITARY DISTRICT SEWER RENT**

WHEREAS, the Onondaga County Legislature, by Resolution adopted on June 5, 1978, consolidated all the sanitary districts and established as a successor thereto the Onondaga County Sanitary District; and

WHEREAS, pursuant to a Resolution adopted on November 28, 1978, the Onondaga County Legislature established a sewer rent schedule to defray all costs of operation and maintenance and all other costs including improvements and amounts required to pay all indebtedness and other obligations allocated on the basis of units as defined in said Resolution; and

WHEREAS, said sewer rent schedule, effective January 1, 2019, is to be levied, collected and enforced from the several lots and parcels of land within the district served by the sewer system for use of the same, in the same manner, and at the same time as other County charges; and

WHEREAS, the City has certified to the County that there are 65,739.23 "units" within the City of Syracuse; and

WHEREAS, the County has certified to the City of Syracuse that the amounts be included in the Onondaga County Sanitary District Abstract of the City of Syracuse for the fiscal year 2019:

City of Syracuse Apportionment	\$28,852,210.08
City Collection Fee	\$ 288,522.10
	\$29,140,732.18; and

WHEREAS, the Onondaga County Legislature, by Resolution dated December 4, 2018, has certified to the City for the fiscal year 2019 that the per unit charge shall be \$443.28; said unit is defined in the aforementioned sewer rent resolution; NOW, THEREFORE,

BE IT ORDAINED, that the County of Onondaga has certified to the City of Syracuse as the amount necessary to be levied for the Onondaga County Sanitary District Sewer Rent for the year 2019, to wit: \$29,140,732.18 upon the owners of several lots and parcels of land within the City of Syracuse served by the Onondaga County Sewer District and liable to such payment the sanitary district sewer rent in the sum of \$443.28 per unit as defined in the aforementioned sewer rent resolution of the Onondaga County Legislature; and the proper officials of the City shall and hereby are directed to levy and collect against such property liable for such sewer rent in the City of Syracuse in the amount of \$29,140,732.18 in the manner provided by law; and

BE IT FURTHER ORDAINED, that this ordinance shall be subject to the approval of the Mayor; and

BE IT FURTHER ORDAINED, that the Commissioner of Finance be and he is hereby directed to deliver a certified copy of this ordinance to the County Legislature of the County of Onondaga.

David J. DelVecchio, CPA  
Commissioner



15-17 ~~13~~ 15

Martha A. Maywalt  
First Deputy Commissioner

Deborah L. Somers  
Deputy Commissioner

DEPARTMENT OF FINANCE

Ben Walsh, Mayor

November 19, 2018

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

**RE: Request for Legislation – 2019 County Tax Levy**

Dear Mr. Copanas:

Please prepare legislation to be placed on the agenda for the regularly scheduled Common Council meeting of December 3, 2018 **authorizing the 2019 Onondaga County tax levy. (See attached County Resolutions in support of the totals and applicable rates.)** The 2019 tax rates and dollar amounts are as follow:

**County Tax Rate - \$12.1196 per one thousand assessments** (established per County 2019 Adopted Budget passed by the County Legislature on October 9, 2018.) Total dollar amount is \$45,616,626.

**Drainage - \$0.2488 per one thousand assessments** (to be considered by the County Legislature on December 4, 2018). Total dollar amount is \$943,175.55.

**Water - \$0.0412 per one thousand assessments** (to be considered by the County Legislature on December 4, 2018). Total dollar amount is \$296,426.98.

**Sewer - \$443.28 per unit** (to be considered by the County Legislature on December 4, 2018). Total dollar amount is \$29,140,732.18.

Sincerely,

David J. DelVecchio, CPA  
Commissioner of Finance

cc: Christie Elliott, Director of Administration  
David Clifford, Commissioner of Assessment  
Martha Maywalt, First Deputy Commissioner of Finance  
Donald Weber, Director of Real Property-Onondaga County

35

October 9, 2018

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

ADOPTING THE ANNUAL BUDGET FOR THE COUNTY OF ONONDAGA FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019, AND AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO CONTRACTS WITH OTHER GOVERNMENTAL UNITS IN WHICH APPROPRIATIONS AND REVENUES ARE APPROVED BY ADOPTION OF THE 2019 BUDGET

WHEREAS, the Executive Budget for the year 2019 (on file with the Clerk of the Legislature) including the Capital Improvement Plan, the County Executive's Budget Message, and proposed local laws and resolutions to implement the Executive Budget having been duly presented to this Legislature by the County Executive; and

WHEREAS, the Ways and Means Committee of the Onondaga County Legislature has duly reviewed such Executive Budget, the Capital Improvement Plan and the Budget Message, each as submitted to the County Legislature by the County Executive; and

WHEREAS, pursuant to Resolution No. 97-2018, a Public Hearing as required by Article VI of the Charter, was duly held on October 4, 2018, upon such Executive Budget, the Capital Improvement Plan and the Budget Message as submitted by the County Executive, upon due notice according to law, and at such time all persons desiring to be heard were heard; and

WHEREAS, the total Budget of \$1,322,952,452 includes the sum of \$9,872,000 which amount is the contribution from the General Fund for the Onondaga Community College Budget for the fiscal year ending August 31, 2019, as adopted by Resolution No. 70-2018. From this total Budget amount can be deducted \$1,158,849,985 estimated revenues and refunds and the sum of \$18,151,736 representing appropriated prior year cash surplus, leaving a net budget subject to tax levy for County purposes of \$145,590,731. Of this amount \$9,872,000 represents the levy to support the Community College and \$135,718,731 for all other purposes; now, therefore be it

RESOLVED, that the County Executive's 2019 Executive Budget,(on file with the Clerk of this Legislature) be amended, altered, and revised by the Report of the Ways and Means Committee, and as set forth following the final Resolved Clause of this resolution by this Legislature; and, be it further

RESOLVED, that the County Executive's 2019 Executive Budget, as amended, altered and revised by the first Resolved Clause herein above (which budget is attached hereto, follows and is made a part hereof), be and the same hereby is approved and adopted as the Annual County Budget for the fiscal year beginning January 1, 2019, for the County of Onondaga, and that the several amounts set forth and specified herein be and they hereby are appropriated for the purpose therein enumerated; and, be it further

RESOLVED, that there be levied, assessed and collected upon the taxable property of the County of Onondaga the further sum of \$9,872,000 for Onondaga Community College; and, be it further

RESOLVED, that there be levied, assessed and collected upon the taxable property of the County of Onondaga the further sum of \$135,718,731 for general County purposes other than the Onondaga Community College; and, be it further

RESOLVED, that the Clerk of the Legislature is hereby directed to apportion the various amounts according to law upon the respective abstracts for the several towns and the City of Syracuse; and, be it further

RESOLVED, that the amounts appropriated for the fiscal year 2019 in each administrative unit using the expense code 641010-Regular Employee Salaries and Wages, and the number of regular positions authorized by this Legislature for such fiscal year be and they hereby are appropriated and authorized as follows:

1. That the position in each administrative unit set forth by the title listed and the corresponding number of such position allocated to such title and listed under the column "2019 Executive Positions" be authorized as the roster of regular positions for such unit, and the Salary Plan shall be amended to reflect the titles of positions created, abolished, reclassified or reallocated on the roster of regular positions.

2. That the rate of pay for each such position shall be determined by the salary grade set forth for each such position in the column adjacent to the position title in accordance with the appropriate County Salary Plan Grades Schedule printed in this Budget, or if applicable, by such other salary rate as is authorized by this Legislature in the County Salary Plan as amended and herein set forth for such position.

3. That the rate of pay to the individual filling each such position be determined in accordance with the rules of said Salary Plan, or other applicable resolution of this Legislature, which pay rate shall include the regular compensation rate, including maintenance, if any, and where applicable premium compensation such as longevity payments, education premium in grade, shift differential or any premium payments, exclusive of overtime premium, to which such individual may be entitled by resolution of this Legislature.

4. That the amount of money appropriated for the roster of regular positions in each such administrative unit be in the amount shown for "Regular Employees Salaries and Wages" in the column entitled "2019 Executive Positions" which amount is determined as follows: The "Total Annual Salaries and Wages" set forth in the column entitled "2019 Executive Positions", which is the sum of (1) annual salaries recommended for 2019 set forth for the incumbents listed in the roster of regular positions maintained by the Department of Personnel, (2) annual salaries recommended for 2019 for funded vacant positions in such roster computed at the starting salary amount, and (3) the amount recommended for any purpose set forth in the column entitled "2019 Executive Positions".

RESOLVED, that no overtime premium for any employee in any administrative unit shall be paid out of the amount appropriated for the expense code 641020-Overtime Wages, in the column entitled "2019 Executive Positions" unless authorized by this Legislature or by an executed collective bargaining agreement approved by this Legislature; and, be it further

RESOLVED, that the respective county administrative unit heads be and they hereby are authorized to employ as occasion may require, subject to the approval of the County Executive and/or Chief Fiscal Officer, such seasonal and temporary help at rates of pay authorized by this Legislature in the County Salary Plan as amended within the limits of the respective appropriations set forth in this Budget for such purposes in the expense code 641030 - Seasonal and Temporary Employee Wages, in the column entitled "2019 Executive Positions"; and, be it further

RESOLVED, that for all other objects and purposes, the several amounts as set forth in the column entitled "2019 Executive Positions" shall be appropriated; and, be it further

RESOLVED, that the County Executive is hereby authorized to execute any and all contracts with other units of government for which appropriations or revenues have been approved by adoption of this 2019 County Budget and to enter into contracts with authorized agencies pursuant to law; and, be it further

RESOLVED, there be levied and assessed and collected on the taxable property of the City of Syracuse, New York, subject to any further changes in equalization rates or taxable values through December 31, 2018, the following amounts for the purpose stated herein, and that the said amounts be included in the Abstract of the City of Syracuse for the fiscal year 2019

Apportionment of County Taxes (Total levy = \$145,590,731)	\$ 24,536,802
Estimated 2019 cost for operation of Public Safety Building	\$ 1,414,780
Sheriff charges for operation of Syracuse City Jail-Justice Center, 2019	\$ 6,272,164
Syracuse-Onondaga County Planning Agency, 2019	\$ 1,162,733
Dept. of Children & Family Services (Youth Bureau), 2019	\$ 201,627
Dept. of Adult & Long Term Care Services (Office for the Aging), 2019	\$ 25,000
Operation of Branch Libraries in City of Syracuse, 2019	\$ 7,123,673
Negotiated cost of operation of the Center for Forensic Science, 2019	\$ 2,274,921
2019 Operation and Maintenance of the New Criminal Courthouse	\$ 1,548,802
2019 Homeless Support & Assistance	\$ 200,000
2019 2% Uncollected Charge for City-County Depts.	\$ 400,474
City Collection Fee (1%)	<u>\$ 451,650</u>
TOTAL	\$ 45,616,626

; and, be it further

RESOLVED, that the County tax rate of the City of Syracuse for the fiscal year 2019 be and the same hereby is fixed at the rate of \$12.1196 per one thousand assessments, subject to any further changes in the equalization rates or taxable values through December 31, 2018; and, be it further

RESOLVED, that the Chief Fiscal Officer is hereby authorized to adjust the final County tax rate of the City of Syracuse based on equalization and assessment information certified to the County as of December 31, 2018; and, be it further

RESOLVED, that the Schedule of Rates to be Charged for Water and Water Service Provided by the Onondaga County Water District is hereby approved, consistent with Resolution No. 162-2014, and as amended most recently by Resolution No. 169 - 2016, provided within the County Executive's 2019 Executive Budget; and, be it further

RESOLVED, that the Clerk of this Legislature, upon consultation with the Chief Fiscal Officer, is hereby directed to publish this resolution with the total budget amount and amounts to be levied and assessed, as amended by this Legislature; and, be it further

RESOLVED, that if any clause, sentence, paragraph, or section of this resolution shall be adjudged by any court of competent jurisdiction to be invalid, such adjudication shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, or section directly involved in the proceeding in which such adjudication shall have been rendered; and, be it further

RESOLVED, that this resolution be certified as amended to the proper officials of the City of Syracuse pursuant to the laws of the State of New York and for publication in the Legislative Journal.

2019 Budget  
KMB  
ss

December 4, 2018

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

2019 CITY DRAINAGE DISTRICT ABSTRACT

RESOLVED, there be levied and assessed and collected on the taxable property of the City of Syracuse, New York the following amounts for the purpose stated herein, and that the said amounts be included in the Abstract of the City of Syracuse for the fiscal year 2019:

Meadowbrook Drainage District Apportionment	\$460,820.47
Bear Trap-Ley Creek Drainage District Apportionment	104,171.49
Harbor Brook Drainage District Apportionment	368,845.22
City Collection Fee	<u>9,338.37</u>
	\$943,175.55

and be it further

RESOLVED, in addition to the 2019 City Abstract that the County tax rate of the City of Syracuse for the above mentioned charges for the fiscal year 2019 be and the same hereby is fixed at the rate of \$0.2488 per one thousand assessments; and be it further

RESOLVED, that this resolution be certified to the proper officials of the City of Syracuse pursuant to the laws of the State of New York.

City Drainage Abstract\_2019  
DW  
meg  
KMB

December 4, 2018

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

ONONDAGA COUNTY WATER DISTRICT, 2019 CITY ABSTRACT

RESOLVED, that there be levied and assessed and collected on the taxable property of the City of Syracuse, New York, the following amounts for the Onondaga County Water District for capital investment, and that the said amounts be included in the Onondaga County Water District for capital investment, and that the said amounts be included in the Onondaga County Water District Abstract of the City of Syracuse for the fiscal year 2019:

City of Syracuse Apportionment	\$293,492.06
City Collection Fee	<u>+2,934.92</u>
	\$296,426.98

and be it further

RESOLVED, that the Onondaga County Water District tax rate for the City of Syracuse for the fiscal year 2019 be and the same hereby is fixed at the rate of \$0.0412 per one thousand assessment; and be it further

RESOLVED, that this resolution be certified to the proper officials of the City of Syracuse pursuant to the laws of the State of New York.

OCWD City Abstract\_2019  
DW  
meg  
KMB

December 4, 2018

Motion Made By Mr. May

RESOLUTION NO. \_\_\_\_\_

ONONDAGA COUNTY SANITARY DISTRICT, 2019 CITY ABSTRACT

WHEREAS, the Onondaga County Legislature, by Resolution 260-1978, consolidated all the sanitary districts and established as a successor thereto the Onondaga County Sanitary District; and

WHEREAS, pursuant to the Resolution No. 563-1978, the Onondaga County Legislature established a sewer rent schedule to defray all costs of operation and maintenance and all other costs including improvements and amounts required to pay all indebtedness and other obligations allocated on the basis of units as defined in said Resolution; and

WHEREAS, said sewer rent schedule is effective January 1, 1979, as amended, and said sewer rents are to be levied, collected and enforced from the several lots and parcels of land within the district served by the sewer system for use of the same, in the same manner, and at the same time as other County charges as provided by said rent resolution, Article 11-A of the Onondaga County Administrative Code and the General Municipal Law of the State of New York; and

WHEREAS, the City has certified to the County that there are 65,739.23 "units" within the City of Syracuse; now, therefore, be it

RESOLVED, that there be levied, collected and enforced against the several lots and parcels of land within the City of Syracuse served by the Onondaga County Sanitary District, in the same manner and at the same time as other County charges, the following amounts for the Onondaga County Sanitary District, for sewer rents as provided in Resolution No. 563-78 of the Onondaga County Legislature, and as sewer rents are defined in said Resolution, and that the amounts be included in the Onondaga County Sanitary District Abstract of the City of Syracuse for the fiscal year 2019:

City of Syracuse Apportionment	\$28,852,210.08
City Collection Fee	<u>288,522.10</u>
	\$29,140,732.18

and, be it further

RESOLVED, that for the fiscal year 2019 the appropriate officers of the City of Syracuse be and hereby are authorized and directed to cause to be levied, collected and enforced against the several lots and parcels of land within the City of Syracuse served by the Onondaga County Sanitary District, in the same manner and at the same time as other County charges, with the same force and effect and subject to the same discount, fees, penalties proceedings for the collection of taxes as prescribed in the Onondaga County Special Tax Act, City of Syracuse Charter and General Special Laws applicable to general City taxes, the amount of \$443.28 per unit as defined in the above mentioned sewer rent resolution, and said rent is hereby fixed at said sum; and, be it further

RESOLVED, that said sewer rent shall be levied, collected, and enforced in accordance with the provisions of Article 11-A of the Onondaga County Administrative Code and Article 14-F of the General Municipal Law of the State of New York where applicable; and, be it further

RESOLVED, that this resolution be certified to the proper officials of the City of Syracuse; and, be it further

RESOLVED, that a certificate of such apportionment be certified by the Clerk of the County Legislature and filed with the Supervisors and Board of Assessors of the respective towns; and, be it further

RESOLVED, that for the year 2019 the appropriate officers of said municipalities be and hereby are authorized and directed to cause to be levied, collected and enforced against the several lots and parcels of land within their respective municipality served by the Onondaga County Sanitary District, in the same manner and at the same time as other County charges, with the same force and effect and subject to the same penalties and proceedings for the collections of taxes as prescribed by law and to pay the same as provided by Article 11-A of the Onondaga County Administrative Code.

ocsdcity\_2019  
DW  
meg  
KMB

**ORDINANCE AUTHORIZING A CONTRACT WITH CORNELL COOPERATIVE EXTENSION OF ONONDAGA COUNTY RELATIVE TO PROVIDING WATER QUALITY EDUCATION PROGRAM AND FARM BUSINESS MANAGEMENT SERVICES**

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

WHEREAS, the Mayor has approved the retention of Cornell Cooperative Extension of Onondaga County, under the following terms:

- (1) Cornell Cooperative Extension of Onondaga County shall provide all required water quality education program and farm business management services;
- (2) This agreement shall be for a one-year period from January 1, 2019 to December 31, 2019;
- (3) The City shall pay to Cornell Cooperative Extension of Onondaga County an amount not to exceed \$96,178.00 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 Account No. 05.83300.541500 or such other account designated by the Commissioner of Finance.



DEPARTMENT OF WATER

Ben Walsh, Mayor

November 30, 2018

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

Re: Proposed Contract with Cornell Cooperative Extension of Onondaga County for a Water Quality Education Program and Farm Business Management Services

Dear Mr. Copanas:

I request that you place the above-referenced item on the Common Council agenda for the next meeting. The legislation is to authorize the Water Department to enter into a one (1) - year agreement with Cornell Cooperative Extension of Onondaga County to provide a Water Quality Education program and Farm Business Management Services for the period January 1, 2019 to December 31, 2019, for a total amount not to exceed \$96,178. Expenditures will be charged to water account (05) 83350 Skaneateles Watershed Program #541500.

The program delivers a water quality education program in the Skaneateles Lake watershed and provides business management assistance for whole farm planning. This public education program and assistance to whole farm planning partially fulfills the requirements for a continuing filtration waiver issued by the NYS Department of Health.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to be "J. Awald".

Joseph Awald, P.E.  
Commissioner

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management & Budget *MV*  
**DATE:** December 3, 2018  
**SUBJECT:** Contract with Cornell Cooperative Extension

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On behalf of the Department of Water, I am requesting to waive the RFP process and enter an agreement with Cornell Cooperative Extension relative to providing water quality education program and farm business management services.

The program delivers a water quality education program in the Skaneateles Lake watershed and provides business management assistance for whole farm planning. This public education program and assistance to whole farm planning partially fulfills the requirements for a continuing filtration waiver issued by the NYS Department of Health.

**The contract will be for a one-year period from January 1, 2019 through December 31, 2019 in an amount not to exceed \$96,178.00 and charged to budget account #05.83350.541500.**

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

12/7/18  
Date

Ordinance No.

2018

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

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

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

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

BE IT FURTHER ORDAINED, that said agreement shall be for a period of one year commencing January 1, 2019 and continuing through December 31, 2019; and

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

Year	Gross Tipping Fee	Prompt Payment Credit	Net Tipping Fee
2019	\$95.00/T	\$4.00/T	\$91.00/T; 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.



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DEPARTMENT OF PUBLIC WORKS

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Ben Walsh, Mayor

December 4, 2018

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

**Re: Request for Legislation**

Dear Mr. Copanas:

Please prepare legislation for the next Common Council Meeting to authorize the City of Syracuse to enter into an agreement with OCRRA for use of OCRRA's Solid Waste Management System (Hauler Agreement). This Hauler Agreement would be for a one year period commencing January 1, 2019 through December 31, 2019. The tipping fee for use of the system is \$95.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making the net amount \$91.00 per ton, incentive included.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Fordock".

Ann Fordock  
Deputy Commissioner

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DEPARTMENT OF PUBLIC WORKS

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Ben Walsh, Mayor

December 4, 2018

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

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

Dear Ms. Vossler,

On behalf of the Department of Public Works, please prepare a letter to the Mayor requesting authorization for the City of Syracuse to enter into agreement with OCCRA for the use of OCCRA's Solid Waste Management System (haulers Agreement).

- The term of this agreement shall be for one (1) year commencing on January 1, 2019 and shall terminate on December 31, 2019.
- The tipping fee for use of the system is \$95.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making a net amount of \$91.00 per ton, incentive included.

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

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

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

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

Date: 12.4.18

Very truly yours,

Jeremy Robinson  
Commissioner of Public Works

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *MV*  
**DATE:** December 4, 2018  
**SUBJECT:** Mayoral Approval for an Agreement between OCRRA and the City of Syracuse for the use of OCRRA's Solid Waste Management System (Hauler Agreement)

---

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

- The term of this agreement will be for one (1) year beginning January 1, 2019 through December 31, 2019
- The tipping fee for use of the system is \$95.00 per ton with an incentive available of \$4.00 per ton credit offered for prompt payment, making a net amount of \$91.00 per ton, incentive included

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

Thank you for your attention regarding this matter.

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

12/5/18  
Date

/smj

cc: Jeremy Robinson Commissioner of DPW

**AGREEMENT FOR USE OF**  
**OCRRA SOLID WASTE MANAGEMENT SYSTEM**

This one (1) year **HAULER-OCRRA AGREEMENT** dated as of \_\_\_\_\_, 2018 between the Onondaga County Resource Recovery Agency ("**OCRRA**" or "**AGENCY**"), a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 100 Elwood Davis Road, North Syracuse, New York, 13212, and **THE CITY OF SYRACUSE** ("**HAULER**") having its principal offices at **233 EAST WASHINGTON STREET., SYRACUSE NY 13202**

**WITNESSETH:**

**WHEREAS**, the **AGENCY** has implemented an integrated system for the management of Solid Waste generated within Onondaga County known as the Onondaga County Solid Waste Management System; and

**WHEREAS**, the **AGENCY** has made available for use by Agency Permitted Solid Waste Haulers, such as **HAULER** herein, its Onondaga County Solid Waste Management System Facilities, including its Waste-to-Energy Facility ("**WTE Facility**"), Construction Debris Processing Facility, Yard Waste Compost Sites and Transfer Facilities; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System have been established to meet the State and County Solid Waste Management Plans and operate to meet the goals and standards set forth in those plans; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System meet the disposal priorities set forth in Environmental Conservation Law §27-0106; and

**WHEREAS**, the Onondaga County Solid Waste Management System provides substantial and unique benefits to Agency Permitted Solid Waste Haulers, including disposal of various categories of Solid Waste collected from Waste Generators, subsidization for recycling activities conducted by **HAULERS**, incentives for waste reduction, Household Hazardous Waste disposal, recycling education, Yard and Garden and Food Waste Composting Facilities, a Construction/Demolition Debris Processing Facility and other benefits, all in a manner that protects public health and promotes sound environmental protection; and

**WHEREAS**, the **AGENCY** is an integral part of efforts by Onondaga County and local Municipalities to meet federal and state environmental standards as well as an integral component in local municipal efforts to prevent harm to the environment and reduce potential exposure to CERCLA liability and other costly consequences which can arise from improper waste disposal practices; and

**WHEREAS**, the **AGENCY** has also made available for use by Agency Permitted Haulers, a designated Material Recovery Facility ("**MRF**") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from such Agency Permitted Haulers at no charge to the Agency Permitted Haulers, provided that (a) the County Designated Curbside Recyclables originated in Onondaga County; (b) the said **HAULER** has committed to bring the

Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect); and

**WHEREAS**, the DESIGNATED MRF CONTRACTOR has agreed that it will not treat any Agency Permitted Hauler which is an Affiliate of the DESIGNATED MRF CONTRACTOR in any way which would provide such Affiliate a material advantage over any other Agency Permitted Hauler with respect to the delivery of Onondaga County Recyclables collected in the Curbside Program, where an Affiliate is defined as an entity controlled by such DESIGNATED MRF CONTRACTOR or under common control with such DESIGNATED MRF CONTRACTOR; and

**WHEREAS**, the HAULER desires guaranteed disposal capacity for only Acceptable Solid Waste as defined in this Agreement at the Onondaga County Solid Waste Management System Facilities and access to and the use of an Agency-contracted MRF and is willing to abide by the Agency Operating By-Laws (See Attachment 4, the Stipulated Contractual Damages for failure to comply with this contract and the Operating By-Laws incorporated herein by reference) for use of the Onondaga County Solid Waste Management System Facilities and to commit to bring all of the Acceptable Solid Waste it collects in the Participating Municipalities of Onondaga County to the Onondaga County Solid Waste Management System Facilities; and

**WHEREAS**, the parties desire to set forth their respective rights and obligations regarding the use of Onondaga County Solid Waste Management System Facilities in this Agreement;

**NOW THEREFORE**, in accordance with the mutual considerations set forth above and herein, the parties hereto agree as follows:

1. This Agreement is made pursuant to Public Authorities Law Sections 2045-e(8) and 2045-e(9).
2. Terms used herein have the meaning set forth in Attachment 1 titled "Definitions" which is incorporated herein by reference.
3. The **AGENCY** agrees to provide, operate and make available for use by **HAULER** the "Onondaga County Solid Waste Management System Facilities" described in Attachment 2 which attachment is incorporated herein by reference.
4. The **AGENCY** agrees to make reduction, re-use and recycling a top management priority and to continue to recover all items which can reasonably and feasibly be recycled. (See Attachment 3 for a list of County Designated Recyclables which attachment is incorporated herein by reference).
- 5a. During the term of this Agreement, **HAULER** agrees to bring or cause to be brought to the Agency Facilities listed in Attachment 2 all Acceptable Solid Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County (See Attachment 6 incorporated herein by reference) which is collected or transported by **HAULER**, and to pay **AGENCY** the then current Tipping Fee set forth in paragraph 7 below for disposal of such Acceptable Solid Waste. This delivery obligation does not cover Recyclables, Construction Debris, Demolition Debris, White Goods, Unacceptable System Wastes, tires, treated wood and Food Waste where the latter is recycled through a permitted Food Waste composting facility.
- 5b. During the term of this Agreement, **HAULER** agrees that it will bring or cause to be brought all Food Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County which is collected or transported by **HAULER** either to the Agency Amboy Food Waste composting facility or, in the alternative, to an Agency-approved Food Waste processing facility.
- 6a. The **AGENCY** agrees to accept, at the Onondaga County Solid Waste Management System Facilities listed in Attachment 2, all Acceptable Solid Waste delivered to it by **HAULER**. **AGENCY** shall have the right to reject non-complying Solid Waste materials delivered by **HAULER**, but such rejection will not relieve **HAULER** of its obligation under paragraphs 5a and 5b for all other complying Acceptable Solid Waste. **HAULER** shall remove and dispose of properly any non-complying materials rejected by **AGENCY**, in the first instance at other Agency facilities able to accept same, or pay for such removal and disposal elsewhere.

- 6b. **AGENCY** will make available for use by **HAULER**, a designated Material Recovery Facility ("MRF") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from **HAULER** at no charge to the **HAULER**, provided that (a) the County Designated Curbside Recyclables originated in Onondaga County; (b) **HAULER** commits to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect).
7. During the term of this Agreement, the **AGENCY** agrees that the Acceptable Waste Tipping fee for each ton of Acceptable Waste delivered to Agency Facilities shall be as follows:

Calendar Year: 2019

Tipping Fee: ninety-five dollars (\$95.00) per ton

A four dollar (\$4.00) per ton security prepayment will be credited back to **HAULER** provided **HAULER** remains in "Good Standing" by keeping current on its payments to the **AGENCY**. Haulers in good standing will thus pay up to ninety-one dollars (\$91.00) per ton in 2019; and must have self-unloading vehicles to qualify for this contract rate.

Notwithstanding the criteria set forth in Attachment 7, for purposes of this provision the **HAULER** shall be deemed in "Good Standing" if the **HAULER** is current on its payment of the Tipping Fees specified in this Section to the **AGENCY** and is bringing all Acceptable Waste to Agency Facilities as required hereunder.

Small users signing a Small User Agreement who do not have self-unloading vehicles will not be eligible for the four dollar (\$4.00) per ton security prepayment credit and will pay ninety-five dollars (\$95.00) per ton for an Acceptable Waste tipping fee during the calendar years 2019.

The **AGENCY** warrants and represents that the tipping fees, disposal terms and benefits offered or granted to **HAULER** herein are equal to or better than those being offered or granted by the **AGENCY** to any other **HAULER** and/or user of the Onondaga County Solid Waste Management System, including any municipal **HAULER**, during the period constituting the term of this contract. The **AGENCY** further warrants and represents that the tipping fee charged by the **AGENCY** for Acceptable Waste delivered during the year 2019 by a **HAULER** who has not signed a the 2019 one year Agreement for Use of OCRRA Solid Waste Management System or an Agency Small User (those **HAULERS** not having self-unloading vehicles) Agreement and obtained an annual Agency Hauler Permit shall be no less than one hundred dollars (\$111.00) per ton of Acceptable Waste. Fees for construction and demolition debris, yard waste, food waste, white goods, tires and other materials for 2019, established annually by the Agency Board of Directors.

8. In further consideration of the service provided by **AGENCY**, **HAULER** agrees to pay the Tipping Fee in accordance with the Operating By-Laws of the **AGENCY**. These Operating By-Laws have been established pursuant to New York Public Authorities Law Section 2045-e(9) and are attached hereto and incorporated herein by reference as Attachment 4.
9. The Agency will make every effort to maintain its Solid Waste Management System Facilities in Onondaga County and will continue to make those facilities available for disposal of all Acceptable Solid Waste generated by **HAULER'S** customers and conveyed to Onondaga County Solid Waste Management System Facilities by **HAULER**.
10. **HAULER** shall maintain, in Good Standing (See Attachment 7), the current Agency Hauler Permit issued by the **AGENCY**.
11. **HAULER** agrees that **AGENCY** may notify its member municipalities if and when **HAULER** is no longer in Good Standing (See Attachment 7). If **HAULER** regains Good Standing status, **AGENCY** will notify its member municipalities of the same.
12. The **AGENCY** and **HAULER** shall cooperate in the implementation of the respective requirements under this Agreement.
13. The term of this Agreement shall be for one year commencing on January 1, 2019 and shall terminate on December 31, 2019.
14. **HAULER** agrees it will comply, at its own expense, with the provisions of all applicable federal, state and municipal requirements including the Onondaga County Solid Waste Management Plan and with all applicable federal, state and local laws, rules and regulations.
15. Any purported delegation of duties or obligations or assignment of rights without the prior express written consent of the **AGENCY** is void. **HAULER** shall not subcontract any part of the work without the prior written consent of the **AGENCY** except to an Agency Permitted Hauler that has signed an Agreement for use of Agency Solid Waste Management System. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this Agreement. All work performed by a subcontractor of **HAULER** shall be deemed work performed by **HAULER**. This Agreement and the payments to be made hereunder shall not be assigned or transferred by either party without the express written consent of the other party.

16. All notices of any nature, except a Notice of Violation referred to in this Agreement, shall be in writing and sent by certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as respective parties hereto may designate in writing:

**To AGENCY:**

Executive Director  
Onondaga County Resource  
Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312

**Copy to:**

Agency Counsel  
Onondaga County Resource  
Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312

**To HAULER:**

THE CITY OF SYRACUSE  
233 EAST WASHINGTON ST  
SYRACUSE NY 13202

**Copy to (if required):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This Agreement and its ten attachments (all incorporated herein by reference) constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be changed or modified except by an instrument in writing signed by a duly authorized representative of both parties.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. **AGENCY** has notified **HAULER** and **HAULER** acknowledges that the **AGENCY** has or will enter into contracts with thirty-three (33) of thirty-five (35) Municipalities in Onondaga County (See Attachment 6). Those contracts provide that each Participating Municipality will "deliver or cause to be delivered" Solid Waste (as the term "Solid Waste" is defined in those municipal contracts) generated from each such Municipality to the **AGENCY's** System. The **AGENCY** represents that the contracts are authorized by Title 13-B of the New York Public Authorities Law pursuant to the local police powers granted by the State to local municipalities under the New York Constitution and applicable New York law relative to managing the public health, safety and environmental aspects of solid waste. The **AGENCY** further represents that both the County of Onondaga and the local Participating Municipalities have exercised their police powers by designating by local law or ordinance that Solid Waste from their Municipality will be disposed of only at the Onondaga County Solid Waste Management System. This Hauler Agreement will not modify these Delivery Agreements or local laws or ordinances with the municipalities in any way.

20. The parties hereto agree that Stipulated Contractual Damage Payments, as provided in Attachment 5 (incorporated by reference herein), are reasonable and that they will be assessed against **HAULER** for a violation of the **AGENCY** Rules (Operating By- Laws) found in Attachment 4, also incorporated herein by reference, or any of the Agreement terms herein. Such damage payments will be added to **HAULER's** monthly bill for tipping fee services for that month and shall be paid with that monthly bill. **HAULER** may dispute that it owes the Stipulated Contractual Damage Payments and if disputed successfully, the **AGENCY** will reimburse that amount upon completion of the Dispute Resolution Procedures found in Attachment 8. The failure of the **AGENCY** to assess a damage payment against **HAULER** in a particular circumstance where the **AGENCY** could assess such payment shall not constitute any waiver, release, condonation, acceptance, or agreement with respect to such act of **HAULER** or with respect to any other **HAULER** or any future act.
21. **HAULER** waives any right or recourse **HAULER** may have in law or in equity with respect to any issue arising out of an asserted violation of this Agreement including the Agency Rules (Operating By-Laws) found in Attachment 4, also incorporated herein by reference, as well as any stipulated contractual damage payment imposed for violations hereunder that **HAULER** believes was incorrectly calculated or assessed. **HAULER** agrees to be limited solely to the Dispute Resolution Procedures provided herein (See Attachment 8 incorporated herein by reference) and agrees to be bound by any decision resulting therefrom, provided, however that in no instance shall the **AGENCY** enforce any such stipulated contractual damage payment (See Attachment 5) which would prohibit **HAULER's** use of Agency Facilities listed in Attachment 2 or Agency Contracted MRF's until and unless there shall have first been a due process review of the circumstances of such violation by the Executive Director of the **AGENCY** or the Executive Director's designee.
22. **HAULER** shall at all times defend, indemnify and save harmless the **AGENCY** and its officers, agents and employees on account of and from any and all damages, including but not limited to claims, damages, losses, judgments, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property sustained by (a) **HAULER**, its officers, agents, and employees; (b) the **AGENCY**, their respective officers, agents and employees or; (c) any other person, to the extent that **HAULER's** negligent act, omission or neglect at any Agency Facility (See Attachment 2 incorporated herein by reference) or Agency Contracted MRF was the proximate cause of the damages. The existence of insurance shall in no way limit the scope of this indemnification. **HAULER** further undertakes to reimburse the **AGENCY** for damage to property of the **AGENCY** caused in part or in whole because of **HAULER's** negligent act, omission or neglect at any Agency Facility (See Attachment 2). The **AGENCY**, for its part, shall reciprocate and remain responsible for the acts of its own officers, agents and employees for any injuries or damages sustained as a result of their negligent acts or omissions.

23. During the entire term of this Agreement, The **AGENCY** agrees not to engage directly in the collection or hauling of Solid Waste from generators in Onondaga County or elsewhere or to seek authority under its enabling legislation to engage in collection or hauling of Acceptable Waste, (except for hauling ash, Unacceptable Waste at the WTE Facility, Unacceptable System Waste and intra-facility transportation of any waste including residue and by-pass). For its part and in return for this promise, **HAULER** agrees, during the entire term of this Agreement, not to design a plan for, conduct SEQR review for or apply for a permit to the NYS DEC to construct or operate a transfer station under 6 NYCRR 360 Part 11 or Part 16 that would handle Acceptable Waste from Onondaga County. Hauler further agrees during the term of this Agreement not to contract for the construction of, construct, operate, patronize, or make arrangements to utilize or assist others in any way in any of the foregoing activities, a privately owned transfer station, as that term is defined in 6 NYCRR Part 360 1.2 (172), for the transfer or transport of Acceptable Waste originating in Onondaga County. The provisions of this section shall not apply to construction and demolition debris. **AGENCY** and **HAULER** agree that any violation of this provision will cause the other irreparable harm and that the injured party may apply to the NYS Supreme Court for an immediate temporary restraining order and be also entitled to both a preliminary and a permanent injunction.
24. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the administrators, successors, purchasers, grantees and assigns of the respective parties hereto.
25. The waiver by the **AGENCY** of a breach of any term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement, nor shall any custom or practice which may be established between the **AGENCY** and **HAULER** in the administration of the terms and Rules (See Attachment 4) of this Agreement be construed to in any way lessen the right of the **AGENCY** to insist on the performance by **HAULER** in strict accordance with the terms and Rules of this Agreement.
26. The parties hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby shall be heard only in State Supreme Court for Onondaga County, New York and neither party shall object to the institution or maintenance of any such action, suit or proceedings, after completion first of Dispute Resolution Procedures (See Attachment 8), in such court based on improper venue, forum non conveniens, or any other ground relating to the appropriate forum for such action, suit or proceeding.

27. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

HAULER: THE CITY OF SYRACUSE

**ONONDAGA COUNTY  
RESOURCE RECOVERY AGENCY**

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

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

Title: \_\_\_\_\_

Dereth Glance, Executive Director

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

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

APPROVED AS  
TO LEGAL FORM

\_\_\_\_\_  
Initials      Date

## ATTACHMENT 1

### **DEFINITIONS** **FOR TERMS USED IN "AGREEMENT FOR** **USE OF OCRRA SOLID WASTE MANAGEMENT SYSTEM"**

**Acceptable Solid Waste ("Acceptable Waste")** - shall mean all materials or substances discarded or rejected anywhere within Onondaga County (except for the Town and Village of Skaneateles), as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including, but not limited to garbage, putrescible solid waste, including animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking or serving of foods; large household furnishings including large and/or bulky articles actually used in the home to equip it for living such as chairs, sofas, tables, beds, mattresses, metal furniture, wooden furniture, and carpeting; railroad ties, large quantities of plastics, telephone poles, refuse, household garbage, light industrial waste, commercial waste, rubbish, trash, waste from governmental and institutional establishments, and MRF residues but does not include Hazardous Waste as defined herein, ashes from an incinerator, Construction Debris, Demolition Debris, and white goods, large items of machinery and equipment, sewage, septic, cesspool or other human waste, liquid waste, County Designated Recyclables, explosives, ordnance materials, cleaning fluids, used oil, highly flammable substances, hazardous chemicals, concentrations of tires, human and animal remains, regulated medical waste, animal wastes, chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, concentrations of drugs and industrial by-products, except where specifically otherwise authorized by the AGENCY on a case by case basis. The AGENCY will also receive and process, dispose of or recycle the following wastes which do not fall within the definition of "Acceptable Solid Waste" and are, therefore, not required to be delivered to the System hereunder: Yard and Garden Waste, Food Waste for Composting, Construction Debris, Demolition Debris and White Goods.

**Agency** - means the Onondaga County Resource Recovery Agency.

**Agency Contracted Material Recovery Facility ("Agency Contracted MRF")** - one or more private Material Recovery Facilities with which the AGENCY has contracted to accept curbside County Designated Recyclables during the term of this Agreement.

**Agency Facilities** - Agency Facilities presently include the Agency Transfer Station at Rock Cut Road, and the Construction Debris Processing Facility/Transfer Station at Ley Creek, the Agency Waste-to-Energy Facility operated by Covanta Onondaga LP and located at Rock Cut Road, and the Agency's Yard and Food Waste Composting Facilities in Jamesville and Amboy, all as listed in Attachment 2.

**Agency Permitted Hauler** - a HAULER holding a valid Agency Hauler Permit.

**Agency Representative** - Any officer, employee, agent, or the individual designated by the AGENCY as responsible in whole or in part for implementation and/or enforcement of the Rules (Operating By-Laws set forth in Attachment 4). The AGENCY will advise HAULERS of names and titles of those designated Agency Representatives and prominently post at each Agency Facility a copy of same.

**Agency Hauler Permit ("Permit")** - The Permit issued to qualifying HAULER applicants who complete an Agency Hauler Permit Application and the attachments and appendices thereto. The Agency Hauler Permit allows the use of all Agency Facilities listed in Attachment 2 in compliance with all Agency Rules (Operating By-Laws, See Attachment 4) and, when in effect, participation in the Agency's Hauler Recycling Program for Curbside County Designated Recyclables delivered to an Agency Contracted MRF.

**Construction Debris** - non-hazardous solid waste resulting from the construction, remodeling and repair of structures and utilities. Included in construction debris are plumbing fixtures, electrical wiring, electrical fixtures, aluminum siding, empty or dried paint cans, other incidental metals, wood (untreated), vinyl siding, wooden shingles, bricks, concrete, asphalt, drywall, plaster, masonry, soil, pressure treated wood, gypsum wall board, insulation, glass, roofing shingles, floor tiles, non-recyclable corrugated cardboard, electric wire insulation, smaller tree stumps, items restricted by WTE plant, and tires. It does not include large tree stumps, road spoils, garbage (except in incidental amounts), asbestos (friable/non-friable) waste, transformers, light ballasts, metal furniture, wood furniture, metal shelving, wood shelving, carpeting, railroad ties, telephone poles, mattresses, large quantities of plastics, fluorescent lights, large chunks of debris from complete demolition of structures and road building, and similar materials.

**County** - means the County of Onondaga.

**County Designated Recyclables** - Onondaga County's Source Separation Law, also known as Local Law No. 2 of 2012 as amended and supplemented (Attachment 9 attached hereto and made a part hereof) specifies County Recyclables. The County Program requires recycling of those Recyclables designated by the AGENCY for inclusion in the Countywide Recycling Program. A list of these recyclables as of December, 2016 is set forth in Attachment 3 which is also attached hereto and made a part hereof.

**DEC** - means the New York State Department of Environmental Conservation.

**Demolition Debris** - Solid Waste resulting from demolition of structures, roads and land clearing.

**Felony** - an offense for which a sentence to a term of imprisonment in excess of one year may be imposed. See N.Y. Penal Law Section 10.00(5).

**Food Waste** - is a component of Solid Waste consisting of putrescible waste (i.e. wastes that contain organic matter capable of being decomposed by micro-organisms) resulting from the handling, storage, sale, preparation and serving of food. Some examples of food waste may include spoiled produce, trimmings from leafy vegetables, peelings from produce, dairy and bakery by-products and other closely related materials.

**Generator/Generator Source/Waste Generator** - any person or entity which produces Solid Waste and/or Recyclables requiring off-site disposal or recycling.

**Hauler** - Any person, company, firm, or municipality engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables generated in the Participating Municipalities in Onondaga County, other than an individual's own residential waste when self-hauled.

**Hauler Disposal Agreement** - the agreement between a HAULER and a Solid Waste Generator to provide hauling, recycling and disposal services for the Generator.

**Hauler Permit Identification Number or Permit Number** - that Agency-issued number provided to HAULERS who have properly completed a Hauler Permit Application and been issued a Permit to use Agency Facilities and which must be displayed on the Agency Permitted Hauler's vehicles to access and utilize Onondaga County Solid Waste Management System Facilities (see Attachment 2).

### **Hazardous Waste**

(i) any waste, excluding Household Hazardous Waste, which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture under federal, state or local law, or under rules, policies or guidelines issued in relation thereof, as they may be amended from time to time including, but not limited to:

(1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984) and the regulations contained in 40 CFR Parts 260-281;

(2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-76;

(3) the State Environmental Conservation Law (Title 9 of Article 27) and the regulations contained in 6 NYCRR Parts 370, 371, 372, 373 (subpart 373-3);

(ii) radioactive materials which are source, special nuclear or by-product materials as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; or

(iii) any other material that by federal, state or local law, or under rules, regulations, policies, guidelines or orders having the force of law in relation thereto are regulated as harmful, toxic or hazardous to health and ineligible for processing at any Onondaga County Solid Waste Management System Facility.

**Household Hazardous Waste** - means household generated wastes which, but for its point of generation, would be a Hazardous Waste as defined herein and includes such items as paint, pesticides, used motor oil, paint thinners, batteries and other containerized similar materials that, as such, are exempt from state and federal regulations.

**Material Recovery Facility** - a private or public facility for receiving and processing recyclable materials into marketable commodities.

**Municipal Hauler** – means any village, town, city, county or other governmental entity, or any entity operating by or on behalf thereof, engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables for a municipality located in Onondaga County.

**Municipality** - means any village, town or city in the County of Onondaga.

**Onondaga County Mixed County Designated Recyclables** - the entire stream of County Designated Recyclables set out by Generators in the Participating Municipalities with no components removed or "skimmed" therefrom.

**Onondaga County Solid Waste Management Plan** – in October 2016, the County adopted an updated integrated Solid Waste Management Plan for the disposal of solid waste generated in the County. The primary goals of the plan continue to be implementing: (1) Waste reduction; (2) Recycling; (3) Recovery of useful energy through solid waste combustion; and (4) a landfill facility. This plan will be periodically updated. The AGENCY has been designated as the lead Agency to implement this Plan.

**Onondaga County Solid Waste Management System** - ("System") those Agency Facilities ("Facility/Facilities") listed in Attachment 2 made available to the thirty-three (33) Participating Municipalities in Attachment 6 to manage their Solid Waste in accordance with the Onondaga County Solid Waste Management Plan and the New York State Solid Waste Management Plan according to the State Solid Waste management priorities set forth in Environmental Conservation Law Section 27-0106.

**Participating Municipality** - the thirty-three (33) Municipalities listed in Attachment 6 that have signed agreements or will sign agreements with the AGENCY that require each such Municipality, among other things, to deliver or cause to be delivered into the System all Acceptable Solid Waste collected within such Municipality whether by the Participating Municipality, its contracted agent, or a privately engaged HAULER. These Municipalities also have agreed or will agree to actively participate in the Source Separation and curbside collection of Recyclables and other aspects of the recycling program under the Onondaga County Solid Waste Management Plan.

**Processing and Marketing Fee** - Any fee charged by or paid to an Agency Contracted Materials Recovery Facility by the AGENCY for processing of Mixed County Designated Recyclables delivered by Agency Permitted Haulers to the Agency Contracted MRF which may include some component or all of the cost of separation, processing, storage and marketing of Mixed County Designated Recyclables into marketable materials for re-use for other than energy recovery.

**Recyclables** - those materials which, under any applicable law are not Hazardous Waste, and which are able to be practically separated from non-recyclable waste and for which recycling or re-use markets can be accessed for less than the costs of disposal.

**Recyclers** - means those who deal with Recyclables including but not limited to collectors, separators and marketers. This includes not-for-profit corporations and religious and charitable organizations which collect Recyclables for fund raising purposes.

**Solid Waste** - means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and waste which appears on the list of hazardous waste promulgated by the Commissioner of the DEC pursuant to Section 27-0903 of the Environmental Conservation Law.

**Source Separation** - means the segregation of recyclable materials from the Solid Waste stream at the point of generation for separate collection, sale or other disposition.

**Tipping Fee** - the fee charged **HAULERS** per ton at Onondaga County Solid Waste Management System Facilities to dispose of Acceptable Solid Waste, Construction Debris, Yard Waste, Food Waste, White Goods, and other materials as established from time to time by the Agency's Board of Directors pursuant to Public Authorities Law Section 2045-e(14).

**Unacceptable System Wastes** - means those wastes that are not acceptable at any Agency Facility, namely (a) Hazardous Waste; (b) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders and automobile gasoline tanks), agricultural equipment, trailers and marine vessels; (c) sewage, septic, cesspool or other human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, auto batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of any Agency Facility, friable and non-friable asbestos items/materials; (d) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees or others; and (e) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clause (c) shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable System Waste pursuant to clauses (d) or (e) above.

**Unacceptable Waste at the Agency Waste-to-Energy (WTE) Facility** - means those wastes that are not acceptable at the Agency's Waste-to-Energy Facility, namely (a) Hazardous Waste; (b) demolition debris and dirt, concrete and other nonburnable construction and demolition rubble and material; (c) refrigerators, washing machines and similar "white goods"; (d) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders, automobile gasoline tanks), agricultural equipment, trailers and marine vessels, furniture or any other item of waste exceeding six feet in any one of its dimensions; (e) sewage, septic, cesspool or other human wastes, liquid waste, incinerator residue, large concentrations of plastics, explosives, ordnance materials, metal and wooden furniture and shelving, railroad ties, telephone poles, mattresses, carpeting, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, unshredded tires, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of the Waste-to-Energy Facility; (f) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees and others; and (g) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clauses (b) and (e) shall not constitute Unacceptable WTE Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable WTE Waste pursuant to clauses (f) or (g) above. Some of these items/wastes may be acceptable for delivery to Agency System Facilities other than the Agency WTE Facility.

**White Goods** - means large metal appliances manufactured for residential use including freezers, ovens, dishwashers, refrigerators, washing machines, dryers, stoves, and similar major household appliances.

**Yard and Garden Waste** - means yard waste, leaves, grass clippings, weeds, brush and tree limbs up to 3" in diameter, cuttings from shrubs and hedges, garden debris and other similar material generated by the maintenance of residential property.

## ATTACHMENT 2

### **ONONDAGA COUNTY** **SOLID WASTE MANAGEMENT SYSTEM FACILITIES**

The following are the designated Solid Waste Management System Facilities ("Facilities") of the Onondaga County Resource Recovery Agency (OCRRA or "Agency Facility"):

**Waste-to-Energy Facility:** The Onondaga County Resource Recovery Facility ("OCRRF") is a Waste-to-Energy Facility located on Rock Cut Road in the Town of Onondaga. It is the designated facility for receipt of all Acceptable Solid Waste materials that can be processed (combusted with energy recovery) according to the rules and regulations established by the Agency's facility operator, Covanta Onondaga, LP. Only self-unloading vehicles are allowed to use the Agency's Waste-to-Energy Facility.

**Transfer Stations:** The Agency-operates two permitted Transfer Stations. During the term of this Contract, the Agency intends to make significant capital improvements to Rock Rock Road and begin to direct all commercial haulers, requiring size reduction or C&D processing, through its modern transfer facility upon completion of construction. Haulers will continue to be directed to Ley Creek until the Rock Cut road facility improvements are completed, which is expected in 2021. The Agency will provide advance notice directly to haulers and until then, the present transfer station operations remain:

- Rock Cut Road Transfer Station is in the Town of Onondaga across from OCRRF is designed to receive Acceptable Solid Waste and Recyclables from those small users who must hand unload their vehicles. Those Haulers without self-unloading vehicles are also required to conform with the County's Mandatory Source Separation Law.
- Ley Creek Transfer Station: Located off of Seventh North Street in the Town of Salina, the Ley Creek Transfer Station receives Construction and Demolition Debris as well as non-recyclable Acceptable Solid Waste from small Haulers or "small users" not possessing self-unloading vehicles. Existing Construction and Demolition Debris tipping rates apply only if these materials are delivered to Ley Creek.
- The Agency reserves the right to direct self-unloading vehicles to directly tip at OCRRF.

**Compost Sites:** The AGENCY operates two Yard and Garden Waste compost sites. They are located on Route 91 in the Town of DeWitt and on Airport Road at Amboy in the Town of Camillus. The Amboy facility also composts food waste. Rates for the use of these Facilities are set by the Agency Board of Directors, generally on an annual basis. The Facilities accept Yard and Garden Waste, Food Waste and some loads of clean wood (e.g. pallets) generated from within the Participating Municipalities of Onondaga County.

ATTACHMENT 3



# Recycle This!

## PAPER

- Cardboard (please flatten)
- Newspapers & Inserts
- Magazines & Catalogs
- Junk Mail & Envelopes
- Office & School Papers
- Cereal, Pasta & Other Food Boxes
- Pizza Boxes

## CONTAINERS

- Bottles, Jars & Cans
- Milk & Juice Cartons
- Foils
- #5 Plastics

**OCRRRA**  **org**

Visit [www.OCRRRA.org](http://www.OCRRRA.org)  
for a complete list of  
recyclable items.

Need another Blue Bin?  
Call 459-2966.

MARK V. LINDENBERG

## ATTACHMENT 4

### AGENCY OPERATING BY-LAWS ADOPTED AS AGENCY RULES FOR HAULERS

#### GENERAL

- 1.1 When the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") changes the list of Acceptable Solid Waste for delivery at any Agency Facility and/or the lists of Unacceptable Wastes, the **AGENCY** will provide a current copy of such updated list to each Agency Permitted Hauler. Prior to adoption of any such change, the **AGENCY** will, when feasible, provide sixty (60) days advance written notice of such proposed change to the **HAULERS** and give them an opportunity to comment thereon.
- 1.2 No Agency Permitted Hauler vehicle will be issued an Agency Hauler Permit unless such vehicle has a valid State Department of Motor Vehicle Registration, Inspection Certificate and, those vehicles using the Agency Waste-to-Energy Facility must be "self unloading" (i.e. able to empty its contents at the Facility without handling). **HAULERS** shall provide an update of any changes in required Agency Hauler Permit data within five (5) working days. No new vehicle permits can be issued before providing such data.
- 1.3 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall first have been weighed on the Agency Facility scale and/or logged at the Agency Facility gate except for those **HAULER** vehicles containing only bag stickered waste or only recyclables.
- 1.4 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall have a valid Agency Hauler Permit Identification Number prominently displayed in the location designated by the **AGENCY**.
- 1.5 Agency Hauler Permits shall be valid from January 1st of each year or the date of issuance through December 31st of the same year. No proration of Permit fees will occur for Agency Hauler Permits issued after January 1st. Agency Hauler Permits are not transferrable. Permit renewal applications must be completed and submitted to the **AGENCY** with the necessary fees prior to December 31st, to ensure no lapse in Agency Hauler Permits.
- 1.6 Amendments to the contract terms found on pages 1 through 9 hereof are not permitted except upon the written consent of both the **AGENCY** and the **HAULER**. The **AGENCY** shall have the right, however, upon sixty (60) days public notice in the official Agency newspaper to add, modify, delete or substitute only from the Rules (Attachment 4) or hours of operation as herein provided. Notice of such change shall also be mailed to each holder of a valid Agency Hauler Permit and **HAULERS** will be given ten (10) business days to comment on such change prior to such change taking effect. This requirement shall not apply to changes specified herein where only advance notice is required (e.g. change of transfer station hours).

- 1.7 The Agency Representative at an Agency Facility may request that the **HAULER** dump its load in an area where its contents can be inspected and the **HAULER** must comply with such request in a reasonable manner and within a reasonable time frame.
- 1.8 The Agency Representative may reject any load delivered to an Agency facility and containing Unacceptable Wastes and charge the **HAULER** for reloading any vehicle delivering Unacceptable Wastes. Alternatively, the Agency Representative may at his or her discretion require the Hauler's driver to remain, or a designated representative or official of Hauler's firm, and the vehicle contents, until representatives of the Department of Environmental Conservation or other regulatory body have inspected the material. The **AGENCY** may also take any corrective action it deems appropriate including, but not limited to, excavation, loading, transport and disposal at proper facilities, all at the cost of **HAULER**, and/or impose the stipulated contractual damage payments to be made by the **HAULER** to the **AGENCY** as provided in Attachment 5 hereunder.
- 1.9 The parties have agreed upon stipulated contractual damage payments (See Attachment 5), which both parties agree are reasonable in amount, to be made by the **HAULER** to the **AGENCY** for violation of these Rules (Agency Operating By-Laws) or of the base contract to which they are appended.
- 1.10 The **AGENCY** reserves the right to revoke the Agency Hauler Permit of any Agency Permitted Hauler that is convicted of a Felony regarding actions performed under this Agreement.
- 1.11 The **HAULER** agrees not to defraud the **AGENCY** nor use any aspect of the Onondaga County Solid Waste Management System to defraud the Hauler's customers. Among other things, the **HAULER** recognizes that delivering out-of-Onondaga County sourced Recyclables to the Agency Contracted MRF and then seeking the **AGENCY** to pay or guarantee any MRF processing and marketing fee for those Recyclables constitutes a fraud on the System. Similarly, delivering Onondaga County Mixed County Designated Recyclables to the MRF and seeking the **AGENCY** to pay or guarantee any MRF processing and marketing fee for those Recyclables while Acceptable Solid Waste generated by the same generator source as those Mixed County Designated Recyclables is taken to some place other than an Agency Facility, is both a breach of this Agreement and a fraud on the Onondaga County Solid Waste Management System.
- 1.12 All **HAULER** vehicles collecting Solid Waste or Recyclables within Participating Municipalities in the County shall have the name of the **HAULER** firm printed in letters at least three (3) inches high on both sides of the vehicle cab.

#### **DELIVERY TERMS**

- 2.1 The Agency Permitted **HAULER** hereby agrees to deliver all Acceptable Solid Waste collected in Onondaga County's Participating Municipalities (see Attachment 6) to Agency Facilities (see Attachment 2). Transport by the **HAULER** of Acceptable Solid Waste picked up in Onondaga County across an Onondaga County boundary line (i.e. out of Onondaga County) or into the Town or Village of Skaneateles shall be deemed an automatic violation of this Rule 2.1.

- 2.2 The Agency Permitted **HAULER** agrees to deliver only Acceptable Solid Waste collected in Onondaga County's Participating Municipalities to Agency Facilities. Agency Permitted **HAULERS** that deliver or attempt to deliver other than Acceptable Solid Waste as defined herein to any Agency Facility will be subject to a Stipulated Contractual Damage Payment as provided in Attachment 5. The **AGENCY** agrees that if there is a dispute with a load's contents, the **HAULER** may ask for an opportunity to inspect the load, which may be held for up to one hour at the **HAULER's** request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.
- 2.3 The Agency Permitted **HAULER** agrees to provide for collection of Recyclables in every Hauler Disposal Agreement with residential and commercial customers (unless an individual customer has alternate recycling provisions confirmed by the **HAULER** with the **AGENCY** to have been already pre-approved by **AGENCY**) as part of its standard service and to include the cost of such collection in its standard waste collection rates, whether or not Recyclables are set out for collection by the **HAULER's** contracted client. Under no circumstances will the customer be allowed to not provide recycling hauling services either as a self-hauler or through **HAULER's** services hereunder and **HAULER** must immediately notify the **AGENCY** of any customer who attempts to do so.
- 2.4 The Agency Permitted **HAULER** agrees NOT to deliver County Designated Recyclables as Acceptable Solid Waste or mixed in with Acceptable Waste to any Agency Facility that handles Acceptable Solid Waste. The inadvertent inclusion by a Waste Generator of a small amount (i.e. up to 5%) of County Designated Recyclables in a load of Acceptable Solid Waste delivered to an Agency Facility shall not be considered an actionable violation under this Agreement, provided other applicable contract terms are not violated.
- 2.5 The Agency Permitted **HAULER** shall be excused from compliance with the requirement to provide for collection of County Designated Recyclables in every Hauler Disposal Agreement where: 1) curbside collection of County Designated Recyclables is conducted by the Municipality in which the Waste Generator is located; and 2) the Municipality provides the **AGENCY** with a certified copy of the resolution, ordinance or official act authorizing municipal collection of such Recyclables. If, at any time, the Municipality shall cease curbside collection of Recyclables, Rule 2.3 shall immediately apply to any or all Agency Permitted **HAULERS** operating within the Municipality.
- 2.6 **HAULERS** shall have the responsibility and shall make every effort to prevent the delivery of any Unacceptable Wastes to any Agency Facility.

Specifically the **HAULER** will:

- a) Agree to, at least annually, provide each of its customers with a listing, provided by the **AGENCY**, of what constitutes Unacceptable Wastes including Hazardous Waste, and such other waste reduction, recycling, and disposal information as the **AGENCY** shall deem appropriate. Each **HAULER** shall include in every Hauler/Disposal Agreement, whether written or oral, any such list of Unacceptable Wastes as may be made available from the **AGENCY** (including but not limited to Hazardous Waste, medical waste, and other regulated waste) which waste is not to be included with Acceptable Solid Waste for delivery to any Agency Facility.

- b) Agree to assist the **AGENCY** or other legally constituted regulatory or enforcement agency in efforts to identify the origin of Unacceptable Wastes delivered to any Agency Facility.
  - c) Agree to allow an Agency Representative to inspect all loads of Solid Waste delivered by **HAULER** vehicles to any Agency Facility.
  - d) Require that each waste handling and/or transporting employee of an Agency Permitted **HAULER** be trained to identify and remove Unacceptable Wastes so that it is not delivered to any Agency Facility.
  - e) The **AGENCY** will arrange and coordinate meetings with the N.Y.S. Department of Labor (DOL), NYSDEC and **HAULERS** to promote cooperative efforts with respect to proper handling and processing of such materials.
- 2.7 The **HAULER** shall have the obligation to maintain all vehicles entering Agency Facilities in a manner that minimizes noise, odor and litter or debris and the **AGENCY** shall have the right to penalize or refuse entry to any vehicle that is not covered, or in the reasonable judgment of the **AGENCY** or its Agent, maintained and/or operated in a manner that minimizes noise, odor and litter or debris. The **HAULER** shall not allow leachate waste to drain from the Hauler vehicle at or near an Agency facility except for incidental amounts which drain out during the dumping process.
- 2.8 **HAULER** agrees before pickup or delivery to permanently affix the Agency-issued Hauler Permit Identification Number on each of its permitted vehicles in the location specified by the **AGENCY**. The **HAULER** agrees to visibly identify its **HAULER** name and number according to Agency guidelines.
- 2.9 The **HAULER** agrees that its driver or a designated company official will remain at the Agency Facility if directed to do so for some valid reason by an Agency Representative until authorized to leave and to obey the directions and instructions of Agency Representatives while at an Agency Facility.
- 2.10 **HAULERS** shall not deliver Yard and/or Garden Waste alone or mingled with Acceptable Solid Waste to any Agency Facility except the Agency Compost Sites listed in Attachment 2.

### OPERATION

At each Agency Facility, the following shall apply:

- 3.1 All vehicle traffic will be directed by Agency Representatives or its agents. All scales will be operated on a "first-come, first-served" basis, except that Agency Permitted **HAULERS** will generally be processed over the scales on a priority basis ahead of non-Haulers during normal weekday hours of operation. The **AGENCY** will designate and provide a separate unloading area for non-self-unloading **HAULERS** at the Ley Creek Transfer Station and will direct all such **HAULERS** to the designated area for unloading during all hours of operation during the term of this Agreement to avoid delaying self-unloading **HAULERS**.

- 3.2 No vehicles shall approach the scale until directed by the Scale Operator.
- 3.3 Speed limit on all Agency Facility roadways is 10 mph, unless otherwise posted. Speed limits will be strictly enforced.
- 3.4 The vehicle driver shall specifically state town, village or city of origin and class of the load (MSW, Construction Debris or other).
- 3.5 The Scale Operator may present weight tickets to the driver, one copy for **HAULER** records and one copy for admittance.
- 3.6 When directed by the Scale Operator, the **HAULER** shall proceed with caution to the Agency Facility tipping floor and deposit loads as directed by the Agency Representative. The **HAULER** shall proceed with all reasonable haste under the direction of the Agency Representative to deposit loads so as to minimize vehicle waiting time.
- 3.7 As directed by the Scale Operator during weigh-in, all vehicles' weights shall be confirmed by stopping at the out-bound scale prior to departure from the Agency Facility. Any dispute of in or out weights shall be made before leaving the Agency Facility or those weights shall be deemed accepted by the **HAULER** as final.
- 3.8 The **HAULER** will not knowingly discharge leachate on the premises of any Agency Facility in violation of DEC, EPA or local regulations or laws.
- 3.9 All vehicles, roll off boxes and trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- 3.10 Upon request, the **HAULER** shall discharge loads in special area to facilitate load verification.
- 3.11 The definition of Acceptable Solid Waste and Unacceptable Wastes may be modified by the **AGENCY** at the request or direction of the New York State Department of Environmental Conservation or by the **AGENCY** as a result of requirements of the waste processing Facility or Agency processing experience. The **AGENCY** will, where feasible, provide **HAULERS** with prior written notice of at least sixty (60) days of any such modification.
- 3.12 Hand sorting, picking over or scavenging of dumped waste at an Agency Facility will not be permitted at any time by either **HAULER** personnel or **AGENCY** personnel.
- 3.13 No loitering will be permitted at any Agency Facility.
- 3.14 At all times while on Agency Facility premises, the **HAULER** shall comply with **AGENCY**-designated Representatives' instructions.
- 3.15 A violation of these rules shall be noted and the **HAULER** shall be served with a Notice of Violation and subjected to a stipulated contractual damage payment as set forth in Attachment 5.

- 3.16 Smoking is prohibited on all Agency Facility premises, except in designated smoking areas.
- 3.17 Other rules, as posted by the **AGENCY** or its Agent from time to time, upon advance notice as set forth previously herein, shall be strictly obeyed.
- 3.18 Any individual employee or agent of the **HAULER** creating a disturbance or speeding at an Agency Facility may, at the discretion of the **AGENCY**, be prohibited from entering the grounds of any or all Agency Facilities for a period to be determined by the **AGENCY** after proper written notification to the Hauling firm's designated representative.
- 3.19 The **HAULER** agrees to collect, transport and dispose of all collected Acceptable Solid Waste and Recyclables in compliance with all applicable state and federal, County and local laws, rules and regulations, including, but not limited to those rules and regulations promulgated by New York State Department of Environmental Conservation, State Department of Transportation, Federal Department of Transportation and the U.S. Environmental Protection Agency as well as local city, town and village laws, rules and regulations. This Section shall not be interpreted as making the **HAULER** responsible for any such matter hidden by a Generator in a load picked up by it.
- 3.20 Vehicles are not to be left unattended while at or on any Agency Facility, nor off the site if same impedes approach to or exit from the Agency Facility.
- 3.21 Foul language and inappropriate behavior is not permitted on site (i.e. loitering, spitting, swearing, lewd gestures, etc.) of any Agency Facility.
- 3.22 No **HAULER** employee shall possess, consume or be under the influence of any illegal or intoxicating substance while on Agency Facility.
- 3.23 The **AGENCY** will provide at the OCRRF a trailer or other appropriate receptacle to accommodate reasonable quantities of oversized Acceptable Solid Waste, which that Agency Facility is permitted to accept for disposal but cannot process because of its size.
- 3.24 The **HAULER** agrees that if a load is inadvertently dumped at the Ley Creek Transfer Station, at other than the designated dumping area, such **HAULER** may be required to reload for a fee of twenty-five dollars (\$25.00).

#### **HAULER PAYMENT TERMS**

- 4.1 For qualified Agency Permitted Haulers, disposal fees may be billed monthly with payment to be received by the Agency as set forth below:

Agency policy requires that payments for billed services are to be received by the **AGENCY** by 12:00 noon on the last business day of the month during which the billing occurred.

Permitted Haulers desiring credit with the **AGENCY** will have a monthly credit security charge equal to .75% added to each month's balance due. For example, a monthly bill of \$100,000 will incur a credit charge of \$750. Alternatively, Permitted Haulers may prepay with the **AGENCY** in a minimum amount of one month's average Tipping Fees. Such average will be based upon the **HAULER's** average monthly bill in the prior calendar year. For the purposes of this agreement, **HAULER** prepayment amount would be based on the average monthly disposal costs incurred by **HAULER** during 2018.

A five percent (5%) late charge will be assessed if funds are not received by 12:00 noon on the last day of the month of billing and the Agency will notify member municipalities of the loss of hauler in good standing status. Then additionally, after this period, if funds are not received within three (3) business days, accounts will be placed on a C.O.D. basis until such balances, plus late charges, are paid in full. In the event eight (8) business days pass from the due date without payment, all transfer services will be denied to the non-compliant **HAULER** firm.

**HAULERS** receiving such credit may be required to post a Corporate Guarantee of Payment including corporate financial statements.

- 4.2 For Agency Permitted Haulers desiring credit, but that in the **AGENCY's** determination do not qualify, the **AGENCY** may choose other options, such as the posting of an irrevocable direct pay letter of credit which must be sufficient to cover one (1) months average Tipping Fees for that Agency Permitted Hauler.
- 4.3 **HAULERS** that provide for regular collection of curbside Onondaga County Designated Recyclables originating from residences in Onondaga County are eligible to participate in the Agency Program for such recyclables that are delivered to an Agency Contracted Materials Recovery Facility (MRF) upon the following terms and conditions:
- a) Deliveries must either be made to an Agency Contracted MRF or **HAULERS** must certify the amount of such Recyclables delivered to any other MRFs on a monthly basis to the OCRRA Director of Waste Reduction and Recycling so that **AGENCY** may track the various outlets receiving Onondaga County Designated Recyclables. **HAULERS** delivering curbside recyclables to the Agency Contracted MRF may be subject to a delivery charge of up to \$15.00 per ton if they do not have an exclusive delivery contract with the Agency Contracted MRF to deliver all curbside recyclables to that facility.
  - b) Deliveries to each MRF must include all Onondaga County Designated Recyclables, (i.e. newspapers, glass bottles, metals and plastics, magazines and catalogues, brown paper bags, aerosol cans, milk and juice cartons, corrugated cardboard, discarded mail, home office paper, paperboard, telephone books, soft cover books, and any other subsequently designated mandatory recyclable). The entire stream of curbside Recyclables must be delivered "unskimmed" to an Agency Contracted MRF in order to qualify. **HAULER** must also provide a curbside collection program for household batteries according to Agency guidelines.

- c) Any recycling related educational information provided by the **HAULER** to residents on a mass communication basis (i.e. website, flyers, decals) to instruct residents on the acceptable materials under the Agency Curbside Recyclables Collection Program must be pre-approved by the Agency prior to posting or distribution by the **HAULER**.
- d) The **HAULER** hereby certifies that all Acceptable Solid Waste picked up from the same customers who were the source of the delivered Onondaga County Designated Recyclables was and will continue to be delivered to an Agency Facility during the term of this Agreement.

#### **OTHER TERMS**

- 4.4 Subject to Rule 1.7, for the full term of the Contract, paragraph 5a of the Agreement, as it relates to construction and demolition debris, will not be subject to Amendment. In other words, **HAULERS** would be encouraged but not be required to bring Construction Debris and/or Demolition Debris to **AGENCY** facilities during the term of the Agreement.
- 4.5 The **AGENCY** agrees upon e-mail or written request to place that **HAULER** that has signed this (1) year Agreement on a mailing list to notify it of Board meetings and special Board meetings and would allow the **HAULER**, when they provide a prior request, to speak briefly, either before or after any such meeting.
- 4.6 The **AGENCY** agrees to provide **HAULERS** with thirty (30) days advance written or email notice of any operational changes, including hours of operation, at its Ley Creek Facility.
- 4.7 The **AGENCY** agrees that if there is a dispute with a load's contents, the **HAULER** may ask for an opportunity to inspect the load in the presence of an Agency representative, which may be held for up to one hour at the **HAULER's** request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.

**ATTACHMENT 5**

**STIPULATED CONTRACTUAL DAMAGE PAYMENTS**  
**FOR VIOLATION OF AGENCY CONTRACT TERMS INCLUDING RULES**

<b>Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"</b>	<b>Violation</b>	<b>Payment for 1<sup>st</sup> Violation</b>	<b>Payment for each additional Violation</b>
R1.3 C11	Failure to update required Hauler Permit data	\$200	\$500
R1.5/2.8	Failure to properly display Hauler Permit Identification Number or identify Hauler name	\$100	\$500
R1.8	Failure to allow Waste Inspection	\$250	\$500
R1.12	Defrauding the Agency or committing Felony involving the Onondaga County Solid Waste Management System	\$50,000 and/or Permit Revocation	\$100,000 and/or Permit Revocation
R1.13	Failure to display Hauler Firm name	\$100	\$500
R2.1 C5a/19	Failure to deliver all Acceptable Solid Waste collected within Participating Municipalities to Agency Facilities	\$100,000	\$250,000 and/or Permit Revocation
R2.2 C6a.***	Delivery of Non-Hazardous Unacceptable Waste to an Agency Facility	\$1,000	\$5,000
R2.2/2.6** R2.6***	Delivery of Hazardous Waste to an Agency Facility	\$25,000 and cost of clean-up, removal and disposal	\$50,000 and cost of clean-up, removal and disposal
R2.3	Failure to provide for recycling collection	\$2,000	\$5,000
R2.4** R2.4***	Delivery of Recyclables as Solid Waste	\$250	\$500
R2.6***	Delivery of Non-Hazardous Unacceptable Regulated Waste	\$1,000	\$2,000
R2.6***	Delivery of Regulated Medical Waste (i.e. non-autoclaved)	\$2,000	\$5,000
R2.7	Failure to maintain Hauler vehicle	\$100	\$200
R2.7/3.8	Draining leachate at an Agency Facility	\$500	\$1,000
R2.8	Delivery in an Unpermitted Hauler vehicle	\$500	\$1,000

**ATTACHMENT 5**  
(cont.)

<b>Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"</b>	<b>Violation</b>	<b>Payment for 1<sup>st</sup> Violation</b>	<b>Payment for each additional Violation</b>
R2.9/3.14	Failure to remain at Facility when requested or follow directions	\$250	\$500
R2.11	Delivery of Yard and/or Garden Waste to WTE or Transfer Facilities	\$250	\$500
R3.3	Speeding on Facility roadway	\$100	\$200
R3.4	Failure to provide information on origin of load when asked	\$1,000	\$5,000
R3.9	Failure to cover, leaking or unsanitary Hauler vehicle	\$100	\$200
R3.10	Failure to allow load verification	\$500	\$1,000
R3.12	Hand sorting, picking or scavenging by Hauler personnel	\$50	\$100
R3.13	Loitering at an Agency Facility	\$50	\$100
R3.16	Smoking at non-designated area of Agency Facility	\$500	\$1,000
R3.20	Unattended vehicle or blocking access at an Agency Facility	\$100	\$200
R3.21	Foul language or inappropriate behavior	\$50	\$100
R3.22	Possessing, consuming or being under the influence of intoxicating or illegal substance while on premises of an Agency Facility	\$1,000	\$5,000
R4.1 C8/C20	Failure to maintain Agency Account Balance	\$100	Payment in Full
R4.1	Failure to maintain LOC	\$500	Cash Only
R4.3	Failure to comply with household battery or telephone book curbside recycling program	\$25	\$50
C11*	Failure to maintain good standing	\$500/day	
R4.8	Contaminated food at compost site	\$25/unit	\$25/unit

**ATTACHMENT 5**

**(cont.)**

If the **HAULER** is comprised of more than one individual, corporation, or other entity, each of the entities comprising the **HAULER** shall be jointly and severally liable for contract violations.

**\* PAYMENT TOLLED DURING PENDENCY OF DISPUTE RESOLUTION PROCEDURE (SEE ATTACHMENT 8).**

**\*\* PAYMENTS WILL BE ASSIGNED TO HAULER FOR EACH INDIVIDUAL GENERATOR PLUS THE AGENCY'S COST OF PROPER DISPOSAL OR RELOADING DELIVERY VEHICLE AND ANY DAMAGES RELATED TO SUCH DELIVERY.**

**\*\*\*FIRST VIOLATION IN EACH CONTRACT YEAR FROM ANY ONE GENERATOR WILL NOT BE PENALIZED. THE SECOND SUCH VIOLATION IN ANY CONTRACT YEAR FROM THE SAME GENERATOR SHALL BE CONSIDERED A 1<sup>st</sup> VIOLATION HEREUNDER FOR CONTRACT DAMAGE PAYMENT PURPOSES.**

ATTACHMENT 6

**MUNICIPALITIES THAT HAVE PARTICIPATED IN THE  
ONONDAGA COUNTY SOLID WASTE MANAGEMENT SYSTEM**

**TOWNS**

Town of Camillus  
Town of Cicero  
Town of Clay  
Town of DeWitt  
Town of Elbridge  
Town of Fabius  
Town of Geddes  
Town of LaFayette  
Town of Lysander  
Town of Manlius  
Town of Marcellus  
Town of Otisco  
Town of Onondaga  
Town of Pompey  
Town of Salina  
Town of Spafford  
Town of Tully  
Town of Van Buren

**VILLAGES**

Village of Baldwinsville  
Village of Camillus  
Village of East Syracuse  
Village of Elbridge  
Village of Fabius  
Village of Fayetteville  
Village of Jordan  
Village of Liverpool  
Village of Manlius  
Village of Marcellus  
Village of Minoa  
Village of North Syracuse  
Village of Solvay  
Village of Tully

**CITIES**

City of Syracuse

**CRITERIA FOR HAULER IN GOOD STANDING**

Except for purposes of Section 7 of this Agreement, a "HAULER in Good Standing" must meet all of the following criteria:

1. **HAULER** must have a valid current Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") Hauler Permit and must have executed this Agreement.
2. All requirements set forth in the current Agency Hauler Permit must not lapse or be cancelled (e.g. - Insurance requirement limits and coverages must be maintained).
3. **HAULER** must make all payments according to the agreed upon payment terms of this Agreement and shall not be past due on any Agency invoices for services, violation stipulated damage payments, etc.
4. **HAULER** shall comply with all terms and conditions set forth in this Agreement including delivery of all Acceptable Solid Waste collected in the thirty-three (33) Participating Municipalities in Onondaga County to Onondaga County Solid Waste Management System Facilities (Attachment 2).
5. The **AGENCY** will consider that a **HAULER** be a "HAULER In Good Standing" even if that **HAULER** has a pending violation of this Agreement provided that the **HAULER** has invoked the Dispute Resolution Procedure set forth in Attachment 8 herein within five (5) days of when the **HAULER** has been notified of that violation and the Dispute Resolution Procedure has not been completed.

**ATTACHMENT 8**  
**DISPUTE RESOLUTION PROCEDURES**

Any dispute arising from the application or institution of Stipulated Contractual Damage Payments for any violation of this Agreement including the Rules (Operating By-Laws) pertaining thereto as set forth in Attachment 4 hereto may be submitted for resolution according to the following procedure by any party to the dispute.

1. Initial Review

The aggrieved party shall commence the Dispute Resolution Process by submitting a written Dispute Resolution Request Form to the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") within twenty (20) business days of Hauler's receipt of the Notice of Violation under this contract containing:

- a) the name of the aggrieved party
- b) the provision of Agency Permits under which the dispute arises
- c) a copy of the notice of violation
- d) the date or dates involved
- e) a brief description of the specific event(s) or circumstance(s) giving rise to the grievance
- f) the address and phone number of the aggrieved party

The Notice of Request shall be submitted to the Executive Director of the Agency.

The Executive Director of the Agency may upon review of the Notice of Request, and investigation of the events and circumstances described in the notice of application direct and/or negotiate such resolution as the Executive Director shall deem appropriate. Such initial review by the Executive Director will be completed within ten (10) days of the filing of the dispute under these provisions.

Any such resolution shall be in writing and signed in acceptance of its terms by both the aggrieved party and the Executive Director of the Agency.

## ATTACHMENT 8 (cont.)

2. If the Executive Director shall not direct or negotiate a resolution of the dispute acceptable to the aggrieved party, the dispute shall be automatically submitted to the Dispute Resolution Committee within five (5) days after receipt of the notice thereof by the **HAULER**.

The Dispute Resolution Committee shall consist of a single arbitrator agreed to by the **AGENCY** and the **HAULER** from a list of available arbitrators provided by the American Arbitration Association. The fee for the arbitrator shall be paid by the **HAULER** unless the arbitrator rules against the **AGENCY** in which case the fee shall be paid by the **AGENCY**.

The Dispute Resolution Committee will schedule a hearing on not less than five (5) days or more than thirty (30) days notice, except that upon the consent of all involved a hearing may be scheduled in less than five (5) days.

The Dispute Resolution Committee may make such rules for conduct of its hearings as it shall deem appropriate and may hear any testimony or receive any evidence it deems credible.

Anyone appearing before the Dispute Resolution Committee may be represented by counsel.

A written record will be kept of all hearings.

Upon the conclusion of all testimony, and after due deliberation, the Dispute Resolution Committee will issue a written opinion stating its conclusion reached by majority vote of the members and stating with particularity the Committee's findings, conclusions and any remedies.

3. The decisions of the Dispute Resolution Committee shall be final subject only to judicial review pursuant to provisions of Article 78 of the New York Civil Practice Law and Rules.
4. The **AGENCY** will consider a **HAULER** as being in "Good Standing" even if the **HAULER** has a pending alleged violation of this Agreement provided that the **HAULER** has invoked this Dispute Resolution Procedure within five (5) days of when the **HAULER** has been notified of the alleged violation and the Dispute Resolution procedure has not been completed.

ATTACHMENT 9

LOCAL LAW NO. 2 - 2012

A LOCAL LAW ENACTING A NEW ONONDAGA COUNTY SOURCE SEPARATION LAW, AND  
REPEALING LOCAL LAW NO.12-1989, AS AMENDED BY LOCAL LAW NO. 14-1991

BE IT ENACTED BY THE ONONDAGA COUNTY LEGISLATURE OF THE COUNTY OF ONONDAGA, NEW YORK, AS FOLLOWS:

Section 1. Legislative Findings and Purpose

This Legislature finds and determines that the Onondaga County Resource Recovery Agency ("OCRRA") has been administering a county source separation law for over 20 years and, through this administration, has reported that the best way to ensure proper recycling of all County Recyclable Materials is to require onsite Source Separation of these materials by Waste Generators. This Legislature further finds and determines that OCRRA has ascertained that no entity is currently in the business of taking mixed streams of Solid Waste and Recyclable Waste from Waste Generators and source separating them offsite. This Legislature further finds and determines that the penalties and enforcement provisions in the prior Onondaga County Source Separation Law are outdated and need to be amended in order to deter violations of the law.

The purpose of the Onondaga County Source Separation Law is (a) to encourage and facilitate the maximum recycling practicable on the part of each and every household, business, apartment complex, industry, and institution within Onondaga County; (b) to establish, implement, and enforce minimum recycling-related practices and procedures to be applicable to all Waste Generators, Waste Haulers/Recyclable Collectors, and Materials Recovery Facilities/Recycling Facilities located within Onondaga County; and (c) to require onsite Source Separation by each and every Waste Generator within Onondaga County and to ensure that those County Recyclable Materials that are Source Separated are recycled properly and kept separate from Solid Waste.

Section 2. Definitions

For the purposes of this local law, the terms listed below shall be defined as follows:

A. "County Recyclable Materials" means the following:

- i. Corrugated Paper: Cardboard containers, boxes and packaging, including pizza boxes, which are cleaned of contamination by food wastes or polystyrene commonly called Styrofoam, and which have been flattened for transport;
- ii. Glass: Empty, washed glass jars, bottles and containers of clear, green and amber (brown) that contained food and drink, caps removed. This term excludes ceramic, window glass, auto glass, mirror and kitchenware;
- iii. Metal: All ferrous and non-ferrous metals, including: steel, aluminum and composite cans and containers (cleaned of food wastes) and empty aerosol cans that did not contain hazardous material. Scrap metal, wire, pipes, tubing, motors, sheet metal, etc. are recyclable but must be recycled through scrap dealers;
- iv. Newspapers, Magazines, and Catalogues: Includes common machine finished paper made chiefly from wood pulp used for printing newspapers, as well as glossy inserts, magazines and catalogues. All must be free of contaminants;
- v. Office Paper: All bond paper, and also computer printout, stationery, photocopy and ledger paper of any color from all Waste Generators. This term excludes carbon paper, chemical transfer paper and tyvek or plastic coated envelopes;
- vi. Plastics: All HDPE and PET type plastic bottles (#1 & #2), including empty, washed food, beverage, detergent, bleach and hair care containers. This term excludes all photographic film, vinyl, rigid and foam plastic materials, as well as plastics numbered 3, 4, 6, and 7 and HDPE oil bottles, as well as #1 and #2 containers that are not bottles or contained hazardous material. Also included as a recyclable, all #5 polypropylene containers, including baby bottles, cottage cheese/cream cheese containers, yogurt cups, margarine tubs, plastic ice cream containers, food storage containers, and take-out containers marked as #5 plastic;

- vii. Kraft Paper: As found in brown paper bags and package wrapping;
  - viii. Beverage Cartons: Includes gable topped paper cartons that contained milk and juice products. Also included as a Recyclable, aseptic containers for juice, broth or soup;
  - ix. Paperboard: Includes paper packaging as found in cereal, cracker and tissue boxes, etc. and toilet tissue and paper towel tubes;
  - x. Mixed Paper: Includes discarded and bulk mail, computer paper, colored paper, envelopes, greeting cards, wrapping paper and carbonless multi-part forms. Excludes any paper coated with foil or plastic; and
  - xi. Soft Cover Books: Including paperback books, product manuals, and educational materials that do not have a hard cover, nor a metal or plastic spiral binding.
- B. "Collection Service" means the collection, pick-up or removal of Solid Waste originating in any location within the County by a Waste Hauler pursuant to an arrangement with the Waste Generator.
- C. "Curb" means that street curb immediately in front of the property from which Solid Waste and County Designated Recyclable Materials are generated or, in the absence of an actual curb, that portion of the property which is immediately adjacent to the street.
- D. "Curbside Collection" means the use of collection receptacles for County Recyclable Materials, including, but not limited to, Recycling Containers for Waste Generators and the regular periodic transfer of the contents of such receptacles by a Waste Hauler/Recyclables Collector to a Materials Recovery Facility or Recycling Facility from the location of the Waste Generator.
- E. "Disposal Facility" means a solid waste management facility to which solid waste is delivered for permanent disposal.
- F. "Materials Recovery Facility" means any person, firm, corporation or other entity in the business of receiving and processing Recyclables into marketable commodities for sale to end markets.
- G. "OCRRA" means the Onondaga County Resource Recovery Agency.
- H. "Person" means any individual, firm, company, partnership or corporation or other business entity.
- I. "Recyclables" means those materials defined in Section 2 above.
- J. "Recyclables Collector" means any person, firm, corporation or other entity contracted with for the purpose of collecting Recyclables from Waste Generators for delivery to a Materials Recovery Facility or Recycling Facility.
- K. "Recycle" means to process used materials into new products to prevent waste of potentially useful materials.
- L. "Recycling Container" means the bin or other container supplied by the Onondaga County Resource Recovery Agency for use by Waste Generators. Such containers shall be used exclusively for the storage of County Recyclable Materials. Such containers shall, at all times, remain the property of the Onondaga County Resource Recovery Agency.
- M. "Recycling Facility" means a public or private facility that receives Recyclables that have been separated from the waste stream for handling and resale to end markets without further processing.
- N. "Recycling Receptacle" means a tote, dumpster or similar container provided by a hauler, business, apartment complex or institution for aggregating Recyclables.
- O. "Recycling Services" means commercial services associated with the temporary storage, collection and transport of recyclable materials by a Waste Hauler or Recyclables Collector to a Materials Recovery Facility or Recycling Facility.

P. "Solid Waste" or "Disposable Materials" means all materials discarded as being spent, useless, worthless or in excess to the owners at the time of discard or rejection, including but not limited to garbage or refuse, but shall not include Recyclables, Yard and Garden Waste, human wastes, rendering wastes, major appliances, regulated medical waste, construction and demolition wastes, residue from incinerators or other destructive systems for processing waste, junked automobiles, pathological, toxic, explosive, liquid, radioactive material or other waste material which, under existing or future federal, state or local laws, require special handling in its collection or disposal.

Q. "Source Separation" means the segregation of County Recyclable Materials and Yard and Garden Waste from non-recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

R. "Waste Generator" means any individual or person (as defined herein to include any individual, firm, company, partnership or corporation or other business entity) that produces Solid Waste requiring off-site disposal. Classifications of Waste Generator are as follows:

i. Residential Waste Generator means any individual who resides in a single family residence or residential building that produces Solid Waste requiring off-site disposal.

ii. Nonresidential Waste Generator means the owner and/or operator of an Apartment Complex, a Commercial Facility, an Industrial Facility, or an Educational/Government Facility, referred to herein as Apartment Complex Waste Generator, Commercial Property Waste Generator, Industrial Facility Waste Generator and Educational/Government Waste Generator, that produces Solid Waste requiring off-site disposal.

a. "Apartment Complex" means any building containing more than two residential units.

b. "Commercial Property" means any office, retail location, warehouse or other general business setting.

c. "Industrial Facility" means a factory or manufacturing site or plant.

d. "Educational/Governmental" facility means an entity that produces Solid Waste at or from a public or private educational facility or governmental building.

The term "Waste Generator" shall not include individuals or persons located in the Town or Village of Skaneateles.

R. "Waste Hauler" means any person, company, partnership or other entity engaged in the business of providing Collection Service pursuant to any contract, agreement, or other arrangement with any Waste Generator, where Solid Waste is collected for disposal at a permitted solid waste disposal or transfer facility, or a municipal department or other governmental division responsible for collection of Solid Waste from some or all Waste Generators in Onondaga County.

S. "Yard and Garden Waste" means grass clippings, leaves, brush, cuttings from shrubs, hedges and trees.

### Section 3. Source Separation and Disposal

A. Every Waste Generator shall Source Separate, which means the segregation of County Recyclable Materials from non-recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

B. Every Waste Generator shall Source Separate Yard and Garden Waste from County Recyclables and Solid Waste, and shall dispose of Yard and Garden Waste pursuant to applicable local laws and ordinances of the pertinent town, village or city.

C. Every Waste Generator shall deliver or arrange for the delivery of County Recyclable Materials to a Recycling Facility or make source separated County Recyclable Materials available for collection by a Waste Hauler/Recyclables Collector and ultimate delivery to a Materials Recovery Facility or Recycling Facility.

D. No Waste Generator shall make Solid Waste that has not been Source Separated available for collection by a Waste

- Hauler, a Recyclables Collector, or a Materials Recovery Facility.
- E. No Residential Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or attempt to dispose of County Recyclable Materials or Yard and Garden Waste as Solid Waste.
- F. No Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or attempt to dispose of Solid Waste as County Recyclable Materials or as Yard and Garden Waste.
- G. Every Waste Generator shall set out County Recyclable Materials for recycling collection in such a manner as to prevent the contamination of such County Recyclable Materials by Solid Waste.
- H. No Recyclables Collector, Materials Recovery Facility or Waste Hauler shall accept Solid Waste and County Recyclable Materials that have not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.
- I. No Recyclables Collector or Waste Hauler shall deliver or attempt to deliver County Recyclable Materials mixed with Solid Waste to a Materials Recovery Facility or Recycling Facility or dispose or attempt to dispose of such mixed materials as Solid Waste.
- J. Every Waste Hauler and Recyclables Collector shall separately and properly label "trash" and "Recyclables" receptacles which it provides.
- K. No Materials Recovery Facility shall accept for processing or transfer Solid Waste mixed with County Recyclable Materials that has not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.
- L. Every Commercial Property and Educational/Governmental Waste Generator that sells food or drinks for onsite consumption at such facility shall provide for the onsite source separation and recycling of Glass, Metal and Plastics (as defined herein under "County Recyclable Materials") in a manner that is readily accessible to consumers.
- M. Every Apartment Complex Waste Generator shall provide recycling services for tenants, if the tenant is not required to directly arrange for such recycling services.
- N. Every Residential Waste Generator residing in an Apartment Complex shall Source Separate as herein defined and place County Recyclable Materials into Recycling Containers for collection and delivery to a Materials Recovery Facility or Recycling Facility.
- O. Every Waste Hauler and Recyclables Collector shall provide Recycling Services to their Waste Generator customers, unless it can be demonstrated that the Waste Generator customer has separately arranged for the transportation of Source Separated County Recycling Materials to a Materials Recovery Facility or Recycling Facility.

#### Section 4. Recycling Containers and Receptacles

- A. Every Commercial Property Waste Generator shall provide, or require that the occupying tenants provide, an adequate number and capacity of Recycling Receptacles or Recycling Containers in sufficient number and capacity to accommodate the aggregated quantity of County Recyclable Materials.
- B. Every Apartment Complex Waste Generator shall provide common area Recycling Receptacles or Recycling Containers in sufficient number and capacity to accommodate the aggregated quantity of County Recyclable Materials generated by all tenants. Recycling Receptacles shall be placed in locations at least as convenient to tenants as trash receptacles.
- C. Every Commercial Property Waste Generator, Industrial Facility Waste Generator and Educational/Governmental Waste Generator shall make an adequate number of internal and external Recycling Receptacles as readily accessible as trash receptacles.
- D. Every Apartment Complex Waste Generator shall ensure that all interior and exterior Recycling Containers and

Recycling Receptacles are properly labeled and designated for "Recyclables", and shall provide recycling information to the residents, including instructions that identify County Recyclable Materials the tenants must Source Separate.

E. No Residential Waste Generator shall remove a Recycling Container from the County; willfully destroy a Recycling Container; dispose of an undamaged Recycling Container other than by returning such container to the issuing municipality at a designated location; or use such Recycling Container for other than the temporary storage of County Recyclable Materials.

F. Every Residential Waste Generator who changes place of residence shall leave the Recycling Container for the subsequent occupant of the property or, in the alternative, shall return the Recycling Container to OCRRA or the issuing municipality. Every Residential Waste Generator who does not have a Recycling Container shall obtain a Recycling Container from OCRRA or the municipality within two weeks of taking possession of said property.

#### Section 5. Unauthorized Removal of Recyclables

No individual other than a Waste Hauler or Recyclables Collector shall pick over, disturb, collect, pick up, remove or cause to be collected, picked up or removed any County Recyclable Materials that have been set out for collection.

#### Section 6. Violation

It shall be an offense punishable as provided herein for any person, as herein defined, to fail to comply with or violate the provisions of Sections 3, 4 or 5 of this local law.

#### Section 7. Enforcement

This local law shall be enforced within the geographic boundaries of Onondaga County, except for the Town and Village of Skaneateles, by any law enforcement agency having jurisdiction in the County, including but not limited to the Onondaga County Sheriff and Onondaga County Deputy Sheriffs, and any special deputies duly authorized to enforce this local law.

#### Section 8. Penalties

A. Conviction of a Waste Generator, Waste Hauler, Recyclables Collector, Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall result in a written warning for a first violation. Conviction for a repeat violation shall be punishable as set forth below in Sections B, C, D, and E.

B. Conviction of a Residential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of fifteen dollars (\$15.00) for the second violation; thirty dollars (\$30.00) for the third violation; fifty dollars (\$50.00) for the fourth violation; and one hundred dollars (\$100.00) for each subsequent violation.

C. Conviction of a Nonresidential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than \$100.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$250.00 nor more than \$1,000.00 per violation.

D. Conviction of a Waste Hauler or Recyclables Collector for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than \$250.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$500.00 nor more than \$1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate violation of the provisions of this local law.

E. Conviction of a Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or 4 of this local law shall be punishable by a fine of not less than \$250.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$500.00 nor more than

\$1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate offense, including but not limited to a separate offense for acceptance of each load of material by a Materials Recovery Facility or Recycling Facility in violation of this local law.

G. Conviction of an individual for failure to comply with the provisions of Section 5 of this local law shall be punishable by a fine of not less than \$100.00 and not more than \$500.00. Conviction of each subsequent offense within twelve months of a prior conviction for the same offense shall be punishable by a fine of not less than \$250.00 nor more than \$1,000.00 per violation.

#### Section 9. Repeal and Amendment

Local Law No. 12 - 1989, as amended by Local Law No. 14 - 1991, hereby is repealed, effective January 1, 2012.

#### Section 10. Effective Date

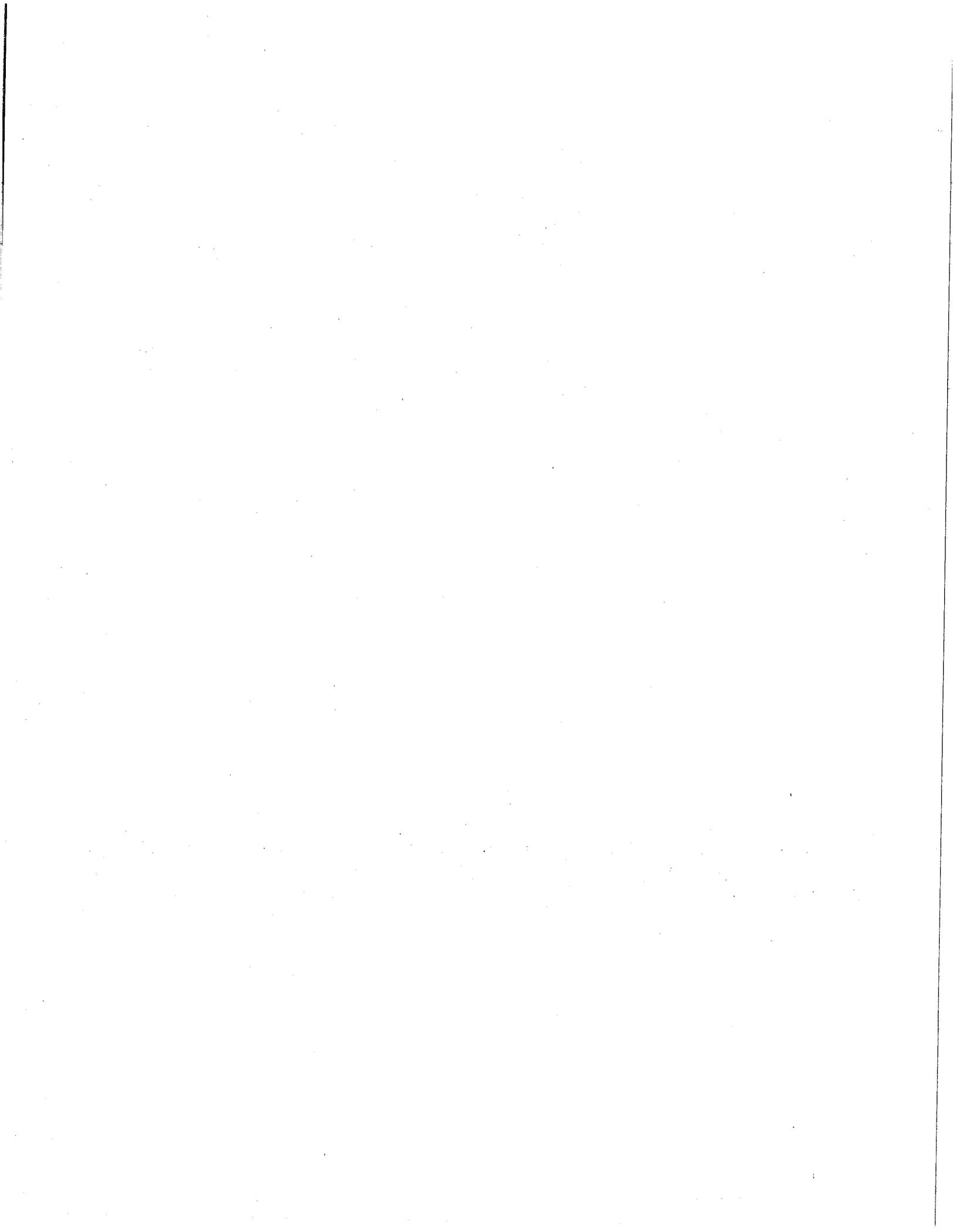
This local law shall take effect January 1, 2012, and shall be filed pursuant to the New York State Municipal Home Rule Law.

#### Section 11. Separability

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by a court of competent jurisdiction to be invalid, the judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which the judgment shall have been rendered.

#### Section 12. SEQRA

This Onondaga County Legislature, acting as lead agency for purposes of the New York State Environmental Quality Review Act (SEQRA), has had prepared a Short Form Environmental Assessment Form, in which it was determined that the proposed project is an Unlisted Action and will not have an adverse impact upon the environment and, as a result, does hereby adopt a Negative Declaration under SEQRA.



**ORDINANCE AUTHORIZING A PARKING AGREEMENT WITH SYRACUSE UNIVERSITY FOR SPACES AT THE WASHINGTON STREET PARKING GARAGE ON BEHALF OF THEIR EMPLOYEES AND STUDENTS**

WHEREAS, the Department of Public Works has requested that the Common Council approve a parking agreement with Syracuse University that would provide a minimum of twenty-five (25) monthly parking permits with a maximum of one hundred twenty-five (125) monthly parking permits in the Washington Street Garage; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into a parking agreement with Syracuse University on behalf of their employees and students for a minimum of twenty-five (25) with a maximum not to exceed one hundred twenty-five (125) monthly parking permits based on the availability of that number of spaces in the Washington Street Parking Garage for a two (2) year period commencing February 1, 2019 and terminating on January 31, 2021 with the option of two (2) additional one-year extensions subject to the approval of the Mayor and Common Council; and

BE IT FURTHER ORDAINED, that the twenty-five (25) parking permits shall be issued to the employees and students of Syracuse University each month during the term of the agreement, at the monthly rate and term per permit being the market rate, as established by the Common Council, plus applicable sales tax; and

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

BE IT FURTHER ORDAINED, that Syracuse University shall provide the Commissioner of Public Works with thirty (30) days prior written notice (unless the Commissioner specifically waives the requirement) of any future requests to decrease or increase the number of parking permits purchased pursuant to this Ordinance. The decrease or increase shall be based on the number of parking permits purchased for the month immediately preceding the issuance of the thirty (30) day prior written notice, with the Commissioner being under no obligation to issue additional permits if such request is not timely made (or the requirement waived) and further provided that the number of parking permits shall in any event remain subject to the minimum number of twenty-five (25) monthly parking permits and the maximum of one hundred twenty-five (125) monthly parking permits; and

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



20

DEPARTMENT OF PUBLIC WORKS

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Ben Walsh, Mayor

November 16, 2018

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

RE: Request for Legislation

Dear Mr. Copanas:

Please prepare the appropriate legislation for the next meeting of the Common Council authorizing the Mayor to enter into an Agreement between the City of Syracuse and Syracuse University.

- Ordinance authorizing the City of Syracuse's Washington Street Garage to provide a minimum of 25 monthly parking spaces and a not to exceed maximum of 125 monthly parking space, to Syracuse University for their faculty, staff and students.
- The terms of this agreement shall be for a two (2) year term commencing of February 1, 2019 with the option to extend two (2) one (1) year extensions.

The monthly rate and term per permit for this new agreement will be the market rate, as established by the Common Council, plus applicable sales tax.

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

Very truly yours,

*Jeremy Robinson*  
Jeremy Robinson  
Commissioner of Public Works

JR/li

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

10

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *MW*  
**DATE:** November 19, 2018  
**SUBJECT:** Agreement for Parking Permits for Syracuse University

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On behalf of the Department of Public Works, I am requesting that the City of Syracuse enter into an agreement with Syracuse University which requires the City to provide a minimum of 25 monthly parking spaces and a not to exceed maximum of 125 monthly spaces in the Washington Street Parking Garage for their faculty, staff and students.

The term of the agreement will be for a two (2) year term commencing on February 1, 2019, with the option to extend for two (2) one (1) year extensions.

For the duration of the agreement, the company shall pay the Market Rate for each space, as established by the Common Council.

Proceeds from these transactions will be deposited into account 01.417310.

If you agree to enter into this agreement with Syracuse University, 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

11/20/18  
Date

cc: Jeremy Robinson, Commissioner of Public Works



DEPARTMENT OF PUBLIC WORKS

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Ben Walsh, Mayor

November 16, 2018

Mary E. Vossler  
Director of Management and Budget  
City Hall Room 231  
Syracuse, NY 13202

**Re: Mayoral Approval for an Agreement Between the City of Syracuse and Syracuse University for monthly parking permits at the Washington Street Garage**

Dear Ms. Vossler:

Please prepare a letter to the Mayor requesting authorization to enter into an agreement with the City of Syracuse and Syracuse University for monthly parking permits at the Washington Street Garage.

- The agreement shall be for a minimum of 25 monthly parking permits with a not to exceed maximum of 125 monthly parking permits for Syracuse University faculty, staff and students at the Washington Street Garage.
- The terms of the agreement shall be for a two (2) year period commencing on February 1, 2019 with the option to extend two (2) one year extensions.

The monthly rate and term per permit for this new agreement will be the market rate, as established by the Common Council, plus applicable sales tax.

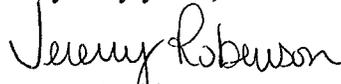
Upon the Mayor's approval please submit the accompanying agreement and request for legislation to the City Clerk to have this item placed on the next Common Council agenda.

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

Approved:   
Date: 11/16/18

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

Very truly yours,



Jeremy Robinson  
Commissioner of Public Works

David J. DelVecchio, CPA  
Commissioner



Martha A. Maywalt  
First Deputy Commissioner

Deborah L. Somers  
Deputy Commissioner

**D E P A R T M E N T   O F   F I N A N C E**

**Ben Walsh, Mayor**

To: John Copanas, City Clerk  
on behalf of the Common Council

From: David DelVecchio  
Commissioner of Finance

A handwritten signature in black ink, appearing to read "David DelVecchio", is written over the printed name of the Commissioner of Finance.

Date: November 19, 2018

RE: Public use parking  
Washington Street Parking Garage

The proposed agreement with Syracuse University for parking in the Washington Street Garage does not violate any public use provisions of outstanding bond issues. Bonds related to the Washington Street Garage have been paid in full.

The following factors are considered in determining public use:

- Amount of outstanding debt
- Total number of available parking spaces
- Current utilization of spaces

cc: Corey Driscoll Dunham  
Kristen Smith  
Jeremy Robinson

**ORDINANCE AUTHORIZING CONTRACT WITH PRECISION WEATHER SERVICE, LLC RELATIVE TO PROVIDING WEATHER FORECASTING SERVICES**

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

WHEREAS, the Mayor has waived the Request for Proposal process for this Agreement and has approved the retention of Precision Weather Service, LLC, under the following terms:

(1) Precision Weather Service, LLC shall provide all required weather forecasting services for the City of Syracuse on behalf of the Department of Public Works, the Syracuse Police Department, the Syracuse Fire Department and the Syracuse City School District; reports shall be provided twice a day at 6 a.m. and at 3 p.m., seven (7) days a week;

(2) The term of this agreement will be for a one-year period commencing January 1, 2019 through December 31, 2019;

(3) The City shall pay to Precision Weather Service, LLC an amount not to exceed \$1,740.00 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 No. 541500.01.51420.

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

December 3, 2018

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

**Re: Request for Legislation –Weather Forecasting Services**

Dear Mr. Copanas:

On behalf of the Department of Public Works, please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing a waiver of the RFP process for the City to enter into an agreement with **Precision Weather Service, LLC** for Weather Forecasting Services to be provided to the Department of Public Works, Syracuse Police Department, Syracuse Fire Department and the Syracuse City School District.

The Department of Public Works would like Precision Weather to continue with their services for the upcoming calendar year in the amount of \$1,740.00 which is due by December 15, 2018. The Budget Account to be used will be 541500.01.51420.

DPW was extremely pleased with these services and would like the approval to continue this service with Precision Weather.

Thank you.

Sincerely,

Mary E. Vossler  
Director of Management and Budget

cc: Jeremy Robinson, Commissioner of Public Works  
Lori Iauco, Department of Public Works  
File

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO: Honorable Mayor Ben Walsh**  
**FROM: Mary E. Vossler, Director of Management & Budget**  
**DATE: December 3, 2018**  
**SUBJECT: Agreement for Weather Forecasting Service**

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On behalf of the Department of Public Works, I am requesting a waiver of the RFP process for the City to enter into a professional service agreement with **Precision Weather Services/Wayne Mahar**, President for Weather Forecasting Services to be provided to the Department of Public Works, Syracuse Police Department, Syracuse Fire Department and Syracuse City School District.

The Department of Public Works would like Precision Weather to continue with their services for the upcoming calendar year in the amount of \$1,740.00 which is due by December 15, 2018. The Budget Account to be used should be 541500.01.51420. The DPW was extremely pleased with these services and would like the approval to continue this service with Precision Weather.

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

12/4/18  
Date

cc: Jeremy Robinson, Commissioner of Public Works  
Lori Iauco, Department of Public Works



DEPARTMENT OF PUBLIC WORKS

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Ben Walsh, Mayor

December 3, 2018

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

Re: Waiver of RFP Process-**Weather Forecasting Services**

Ms. Mary E. Vossler,

The Department of Public Works would like to request the following waiver be prepared for legislation:

- A waiver of RFP process to execute a contract agreement with PrecisionWeather/WayneMahar, President for Weather Forecasting Services to be provided to the Department of Public Works, Syracuse Police Department, Syracuse Fire Department, Syracuse City School District...

This service was provided by Precision Weather last year, (Contract # 075-17). The Department of Public Works would like Precision Weather to continue with their services for the upcoming calendar year in the amount of \$1740.00 which is due by December 15, 2018. The Budget Account to be used should be 541500 01 51420. The DPW was extremely pleased with these services and would like the approval to continue this service with Precision Weather. Attached is a copy of the agreement.

Sincerely,

Jeremy Robinson  
Commissioner of Public Works

Precision Weather Service LLC  
Contract For Weather Service

**PRECISION WEATHER SERVICE LLC**, 8787 River Watch, Baldwinsville, New York 13027 - hereinafter will be referred to as Forecaster.

**Syracuse DPW**, 1200 Canal St. Ext., Syracuse, NY 13210 - hereinafter will be referred to as Client.

Forecaster agrees to grant Client a limited license to its weather forecasting services. Service consists of:

Forecasts twice daily at 6 a.m. and 3 p.m.

**STORM ALERT WEATHER SERVICE.** Forecaster will call Client 15-30 hours in advance of the onset of snowfall 1 (one) inch or greater, plus any type of icing situation including freezing rain, sleet and/or rain freezing on roadways. Update calls will be made to Client each 4-8 hours during any storm situation until storm is over.

This Agreement between Forecaster and Client is for the period January 1st through December 31st. This Agreement will remain in effect thereafter on an annual basis for this same period until terminated by either party.

The cost of services agreed upon for the above mentioned time period will be \$1740, which is due by December 15, 2018. Renewal invoices for said service will be sent annually prior to date of service commencement and may reflect a price adjustment. If client does not terminate service in writing 30 days prior to commencement date, Forecaster will assume client wishes to continue service and is responsible for payment.

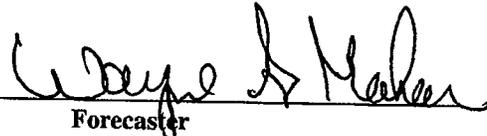
All late payments shall be assessed an additional 1½% per month delinquency charge. **If payment is more than 15 days late, Forecaster may terminate service to Client automatically without notice.** Should it be necessary for Forecaster to take legal action to fulfill the financial agreement in this contract, Client shall be held liable for legal fees, costs, and disbursements plus liable for any damages to Forecaster for non-fulfillment of this agreement.

Forecaster will not be held financially responsible for incorrect forecasts as meteorology is still an inexact science.

Payments will be made to Precision Weather Service LLC at the following mailing address: 8787 River Watch, Baldwinsville, NY 13027.

**AGREEMENT ACCEPTED BY:**

\_\_\_\_\_  
Client

  
\_\_\_\_\_  
Forecaster

\_\_\_\_\_  
Date

12/3/2018  
\_\_\_\_\_  
Date

**BOND ORDINANCE OF THE CITY OF SYRACUSE  
AMENDING ORDINANCE NO. 115-2018 AS LAST  
AMENDED BY ORDINANCE NO. 705-2018  
AUTHORIZING THE ISSUANCE AND SALE OF  
BONDS IN THE AMOUNT OF EIGHT HUNDRED  
THOUSAND DOLLARS (\$800,000.00) TO DEFRAY  
THE COST AND EXPENSE OF THE 2018/2019  
UNIMPROVED STREET PROGRAM (SLURRY  
SEAL) TO AMEND THE AMOUNT TO NINE  
HUNDRED THIRTY-SIX THOUSAND FIVE  
HUNDRED ELEVEN DOLLARS (\$936,511.00)**

BE IT ORDAINED, that Ordinance No. 115-2018 as last amended by Ordinance No. 705-2018 is hereby amended to read as follows:

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 improvements to streets included in the Unimproved Street Program of the City of Syracuse in 2018/2019, said streets including those designated in "Appendix A" attached hereto by or under the jurisdiction of the Commissioner of Public Works, pursuant to the provision of Chapter 684 of the Laws of 1905, as amended, Nine Hundred Thirty-Six Thousand Five Hundred Eleven Dollars (\$936,511.00)\*, 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. Nine Hundred Thirty-Six Thousand Five Hundred Eleven Dollars (\$936,511.00)\* 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 Nine Hundred Thirty-Six

Thousand Five Hundred Eleven Dollars (\$936,511.00)\*, thereby providing such sum for all the maximum cost of such class of objects or purposes which is to be borne by the City of Syracuse and thereafter assessed against abutting property owners as provided by law.

Section 4. It is hereby determined that the class of objects or purposes for which bonds are to be issued falls within subdivision 20 (b) 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 bonds or notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law. The Commissioner of Finance is hereby authorized to issue variable rate debt and to enter into such agreements as said officer finds reasonable to facilitate the issuance, sale, resale and repurchase of

such bonds, as authorized under Sections 54.90 and 168.00 of the Local Finance Law. Said bonds shall be signed in the name of the City by the original or facsimile signature of the Mayor and countersigned by the original or facsimile signature of the Commissioner of Finance and sealed with the original or facsimile corporate seal of the City, provided, however, that if the signatures of the Mayor and the Commissioner of Finance are each by facsimile signatures on any bond, such bond shall be authenticated by the manual countersignature of a fiscal agent of the City. All other matters, except as provided herein, relating to such bonds, including prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by only facsimile signatures, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, form, denominations, maturities, interest rate or rates, terms of and manner of sale and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. The Commissioner of Finance may elect to become the fiscal agent for the bonds, or may contract on behalf of the City for this service pursuant to the Local Finance Law. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine. The Commissioner of Finance may also agree on behalf of the City to provide or disclose such information about the City as may be necessary to enable the purchasers of bonds or notes of the City to comply with Securities and Exchange Commission Rule 15c2-12.

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

in the first instance against abutting property owners as provided by law, but if the moneys collected thereby shall prove insufficient, any such insufficiency shall be included in the annual budget of said City consistent with the requirements for the repayment of faith and credit obligations of the City.

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.

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

\* previously read \$934,000.00

Appendix "A"

Slurry\_Seal 2018/2019

Cycle\_1

Ward	Street_Name	From	LIST To	Block
5	Aberdeen_Terr.	Burnet	Caleb	100
5	Aberdeen_Terr.	Caleb	Glencove	200
3	Arcadia_Ave.	Pleasantview	Wainwright	100
5	Arch_St.	Burnet	Caleb	100
5	Arch_St.	Caleb	Sunnycrest	200
1	Ardmore_Pl.	Wadsworth	dead_end @_C.L.	100
3	Argyle_Ave.	Wainwright	Pleasantview	100
1	Arnts_Pl.	Grant_Blvd.	Burdick	100
3	Ash_St.	Lodi	Josephine	500
3	Ash_St.	Josephine	Peters	600
3	Ash_St.	Peters	S_Alvard	700
5	Ashdale_Ave.	James	Tyson_Pl.	100
5	Avon_Rd.	Nichols	Moseley	100
3	Becker_St.	Pond	Craig	100
1	Bellshire_La.	Seventh_North	dead_end	100
3	Bender_St.	Darlington	Kenwick	100
3	Berkshire_Ave.	Wadsworth	Herz	200
3	Berkshire_Ave.	Herz	Darlington	300
5	Boston_St.	dead_end	Northcliffe	100
5	Boston_St.	Northcliffe	Glencove	200
5	Boston_St.	Glencove	Caleb	300
5	Boston_St.	Caleb	Burnet	400
5	Boyden_St.	Teall	Sunstruck	400
5	Boyden_St.	Sunstruck	Hixson	400
5	Boyden_St.	Hixson	Sunnycrest_Pk.	500
1	Brace_St	Turtle	Court	100
3	Briggs_St	Butternut	Wadsworth	100
3	Briggs_St	Wadsworth	Darlington	200
3	Bronx_Ave	Wainwright	dead_end	100
9	Brown_St	Decker	Townsend	100
1	Burdick_Ave	Court	Turtle	100
1	Burdick_Ave	Turtle	Arnts_Pl.	200
1	Burdick_Ave	Arnts_Pl.	Murray	300
1	Burdick_Ave	Murray	LeMoynes	400
5	Burns_Ave.	City_Line	Northcliffe	100
5	Burns_Ave.	Northcliffe	Glencove	200
5	Burns_Ave.	Glencove	Caleb	300

5	Burns_Ave.	Caleb	Burnet	400
1	Cadillac_St	Willumae	Seventh_North	100
1	Cadillac_St	Seventh_North	Kenwood	200
1	Cadillac_St	Kenwood	Martin	300
1	Cadillac_St	Martin	Merrill	400
1	Cadillac_St	Merrill	Loma	500
1	Cadillac_St	Loma	Malverne	600
1	Cadillac_St	Malverne	Wadsworth	700
1	Cadillac_St	Wadsworth	Harford	800
1	Cadillac_St	Harford	City_Line	900
5	Caleb_Ave	Sunnycrest_Pk.	Hickock	100
5	Caleb_Ave	Hickock	Stafford	200
5	Caleb_Ave	Stafford	dead_end	300
5	Caleb_Ave	dead_end	Woodbine	400
5	Caleb_Ave	Woodbine	Hillsdale	500
5	Caleb_Ave	Hillsdale	Collingwood	600
5	Caleb_Ave	Collingwood	S_Edwards	700
5	Caleb_Ave	S_Edwards	S_Midler	800
5	Caleb_Ave	S_Midler	Nichols	900
5	Caleb_Ave	Nichols	Champlin	1000
5	Caleb_Ave	Champlin	Moseley	1100
5	Caleb_Ave	Moseley	Arch	1200
5	Caleb_Ave	Arch	Plymouth	1300
5	Caleb_Ave	Plymouth	Luddington	1400
5	Caleb_Ave	Luddington	Aberdeen	1500
5	Caleb_Ave	Aberdeen	Cloveridge	1600
5	Caleb_Ave	Cloveridge	Burns	1700
5	Caleb_Ave	Burns	Boston	1800
5	Caleb_Ave	Boston	Conklin/City_Line	1900
1	Carlisle_St	Carbon	Spring	100
5	Champlin_Dr.	Sunnycrest	Caleb	100
5	Champlin_Dr.	Caleb	Burnet	200
1	Chatham_Pl	Wadsworth	Harford	100
3	Cleveland_Ave	First_North	Griffiths	100
5	Cloveridge_Dr.	James	Northcliffe	100
5	Cloveridge_Dr.	Northcliffe	Glencove	200
5	Cloveridge_Dr.	Glencove	Caleb	300
5	Cloveridge_Dr.	Caleb	Burnet	400
5	Collingwood_Av_N	James	Tyson	100
5	Collingwood_Av_S	James	Northcliffe	100
5	Collingwood_Av_S	Northcliffe	Glencove	200

5	Collingwood_Av_S	Glencove	Sunnycrest	300
5	Collingwood_Av_S	Sunnycrest	Caleb	400
5	Collingwood_Av_S	Caleb	Burnet	500
1	Commonwealth_Ave	Washington_Sq.	Carbon	100
5	Conklin_St	Thompson/C.L.	Glencove	100
5	Conklin_St	Glencove	Caleb	200
3	Craig_St	1st_North	Griffiths	100
3	Craig_St	Griffiths	High	200
3	Craig_St	High	Becker	300
3	Craig_St	Becker	Warham	400
3	Craig_St	Warham	Grant_Blvd.	500
5	Crestline_Dr	Sunnycrest	Plymouth	100
1	Culbert_St	1st_North	Grant_Blvd.	100
5	Culver_Dr	S_Glencove	N_Glencove	100
5	Culver_Dr	N_Glencove	Winthrop	200
5	Culver_Dr.	Winthrop	Roxbury	300
3	Curtis_St	Carbon	Spring	100
3	Curtis_St	Spring	Gilbert	200
3	Curtis_St	Gilbert	1st_North	300
3	Darlington_Rd	Grant	Listman	100
3	Darlington_Rd	Listman	Berkshire	200
3	Darlington_Rd	Berkshire	Briggs	300
3	Darlington_Rd	Briggs	Huntley	400
3	Darlington_Rd	Huntley	Orwood	500 600
3	Darlington_Rd	Orwood	Hillside	700
3	Darlington_Rd	Hillside	Wilmore	800
3	Darlington_Rd	Wilmore	Court	900
1	De_Long_Ave	1st_North	dead_end	100
9	Decker_St	Burnet	Brown	100
3	Division_St.,_E.	Lodi	Park_St.	600
3	Division_St.,_E.	Park_St.	Carbon	700
3	Division_St.,_E.	Carbon	Spring	800
3	Division_St.,_E.	Gilbert_St.	dead_end	1000
5	Edwards_Ave.,N.	James	Tyson	100
5	Edwards_Ave.,S.	James	Northcliffe	100
5	Edwards_Ave.,S.	Northcliffe	Glencove	200
5	Edwards_Ave.,S.	Glencove	Sunnycrest	300
5	Edwards_Ave.,S.	Sunnycrest	Caleb	400
5	Edwards_Ave.,S.	Caleb	Burnet	500
5	Eldorado_St.	Teall	Hixson	100
5	Eldorado_St.	Hixson	dead_end	200

1	Ellen_St	Kenwood	dead_end	100
1	Englert_Ave	Cadillac	Court	100
5	Erickson_St.	Glencove	Sunnycrest	100
5	Erickson_St.	Sunnycrest	Burnet	200
3	First_North_St	John	Division	200
3	First_North_St	Division	Cleveland	300
3	First_North_St	Cleveland	Curtis	400
3	First_North_St	Curtis	Craig	500
3	First_North_St	Craig	Pond	600
1	Fordland_Ave	Willumae	Seventh_North	100
1	Fourth_North_St	LeMoyne	Wolf	100
1	Fourth_North_St	Wolf	Hiawatha	200
1	Fourth_North_St.	Hiawatha	RR_tracks	300
1	Fourth_St._North	RR_tracks	dead_end	400
1	Gannett_Ave	Willumae	Sixth_North	100
3	Gilbert_Ave	John	Curtis	100
3	Gilbert_Ave	Curtis	Pond	200
1	Gilbert_St	Stedman	LeMoyne	100
5	Glencove_Rd	Hickock	Stafford	100
5	Glencove_Rd	Stafford	Forest_Hill	200
5	Glencove_Rd.	Forest_Hill	Woodbine	300
5	Glencove_Rd.	Woodbine	Hillsdale	400
5	Glencove_Rd.	Hillsdale	Collingwood	500
5	Glencove_Rd.	Collingwood	S._Edwards	600
5	Glencove_Rd.	S._Edwards	S._Midler	700
5	Glencove_Rd.	S._Midler	Nichols	800
5	Glencove_Rd.	Nichols	Moseley	900
5	Glencove_Rd.	Moseley	Plymouth	1000
5	Glencove_Rd.	Plymouth	Culver	1100
5	Glencove_Rd.	Culver	Ridgewood	1200
5	Glencove_Rd.	Ridgewood	Cloveridge	1300
5	Glencove_Rd.	Cloveridge	Burns	1400
5	Glencove_Rd.	Burns	Boston	1500
5	Glencove_Rd.	Boston	Conklin	1600
5	Glencove_Rd.,S.	Plymouth	Luddington	1100
5	Glencove_Rd.,S.	Luddington	Erickson	1200
5	Glencove_Rd.,S.	Erickson	Aberdeen	1300
3	Grassman_Ave	Butternut	dead_end	100
1	Harford_Rd	Ardmore	Chatham_Rd.	100
1	Harford_Rd	Chatham_Rd.	Cadillac	200
1	Harford_Rd	Cadillac	LeMoyne	300

5	Hasbrouck_St	Burnet	Caleb	100
3	Herbert_St	Carbon	Spring	100
3	Herbert_St	Spring	Gilbert	200
3	Herbert_St	Gilbert	First_North	300
3	Herz_St.	Berkshire	Briggs	100
9	Hickory_St.	Townsend	McBride	500
9	Hickory_St.	McBride	Catherine	600
3	High_St	Pond	Craig	100
5	Hillsdale_Ave.	James	Northcliffe	100
5	Hillsdale_Ave.	Northcliffe	Glencove	200
5	Hillsdale_Ave.	Glencove	Sunnycrest	300
5	Hillsdale_Ave.	Sunnycrest	Caleb	400
5	Hillsdale_Ave.	Caleb	Burnet	500
3	Hillside_St	Dale	Butternut	100
3	Hillside_St.	Wadsworth	Harding	400
3	Hillside_St.	Harding	Maplehurst	500
3	Hillside_St.	Maplehurst	Darlington	600
3	Hillside_St.	Darlington	city_line	700
5	Hixson_Ave.	Boyden	Kinne	600
5	Hixson_Ave.	Kinne	Robinson	700
5	Homecroft_Rd	James	Northcliffe	100
5	Homecroft_Rd.	Northcliffe	Glencove	200
3	Huntley_St	Hillside	Wadsworth	100
3	Huntley_St	Wadsworth	Darlington	200
3	Josephine_St.	Butternut	Ash	100
3	Kenwick_Dr	Grant_Blvd.	Listman	100
3	Kenwick_Dr	Listman	Bender	200
3	Kenwick_Dr	Bender	city_line	300
1	Kenwood_Ave	Court	Cadillac	100
1	Kenwood_Ave	Cadillac	Ellen	200
1	Kenwood_Ave	Ellen	Lemoyne	300
5	Kinne_St	Teall	Sunstruck	100
5	Kinne_St	Sunstruck	Hixson	200
5	Kinne_St	Hixson	St._Anne	300
1	Kirkpatrick_St.,_E.	Grant_Blvd	Michaels_Ave	1000
1	Kirkpatrick_St.,_E.	Michaels_Ln.	Hood_Ave.	1100
1	Lacy_Pl	Washington_Sq.	Carbon	100
9	Laurel_St.	Townsend	McBride	400
9	Laurel_St.	McBride	Catherine	500
9	Laurel_St.	Catherine	Lodi	600
5	Leo_Ave.	James	Tyson	100

3	Listman_Ave	Wadsworth	Woodruff	100
3	Listman_Ave	Woodruff	Mayar	200
3	Listman_Ave	Mayar	Darlington	300
3	Listman_Ave	Darlington	Kenwick	400
1	Loma_Ave	Court	Weldon	200
1	Loma_Ave	Weldon	Cadillac	300
5	Luddington_St.	S_Glencove	Caleb	100
5	Luddington_St.	Caleb	Burnet	200
1	Malverne_Dr.	Court	Weldon	200
1	Malverne_Dr.	Weldon	Cadillac	300
1	Marcia_St	Kenwood	dead_end	100
5	Mariposa_St.	Teall	Hixson	100
5	Mariposa_St.	Hixson	dead_end	200
1	Martin_St	Court	Cadillac	100
1	Martin_St	Cadillac	LeMoyne	200
1	Martin_St	LeMoyne	dead_end	300
3	Mayar_St	Grant_Blvd.	Listman	100
1	McChesney_Pk_Dr	Grant_Blvd.	Hood	100
1	Merrill_St	Cadillac	LeMoyne	100
1	Merrill_St	LeMoyne	D.E._@City_line	200
5	Milford_Ct	Milford_Dr_E.	dead_end	100
5	Milford_Dr_E	James	Northcliffe	100
5	Milford_Dr_E	Northcliffe	Roxbury	200
5	Milford_Dr_W	James	Northcliffe	100
5	Milford_Dr_W	Northcliffe	Roxbury	200
5	Mooney_Ave.	Teall	Hixson	100
5	Mooney_Ave.	Hixson	dead_end	200
5	Moseley_Dr.	James	Northcliffe	100
5	Moseley_Dr.	Northcliffe	Glencove	200
5	Moseley_Dr.	Glencove	Sunnycrest	300
5	Moseley_Dr.	Sunnycrest	Caleb	400
5	Moseley_Dr.	Caleb	Burnet	500
1	Murray_Ave	Grant_Blvd.	Burdick_Ave	100
3	Neutral_Ct	Pond	Mary	100
5	Nichols_Ave	James	Northcliffe	100
5	Nichols_Ave.	Northcliffe	Glencove	200
5	Nichols_Ave.	Glencove	Sunnycrest	300
5	Nichols_Ave.	Sunnycrest	Caleb	400
5	Nichols_Ave.	Caleb	Burnet	500
5	Northcliffe_Rd	Hickock	Stafford	100
5	Northcliffe_Rd	Stafford	Forest_Hill	200

5	Northcliffe_Rd	Forest_Hill	Woodbine	300
5	Northcliffe_Rd	Woodbine	Hillsdale	400
5	Northcliffe_Rd	Hillside	Collingwood	500
5	Northcliffe_Rd	Collingwood	S._Edwards	600
5	Northcliffe_Rd	S._Edwards	Midler	700
5	Northcliffe_Rd	Midler	Nichols	800
5	Northcliffe_Rd	Nichols	Homecroft	900
5	Northcliffe_Rd	Homecroft	Moseley	1000
5	Northcliffe_Rd	Moseley	Plymouth	1100
5	Northcliffe_Rd	Plymouth	Milford_Dr._W	1200
5	Northcliffe_Rd	Milford_Dr._W	Milford_Dr._E	1300
5	Northcliffe_Rd	Milford_Dr._E	Ridgewood	1400
5	Northcliffe_Rd	Ridgewood	Cloverridge	1500
5	Northcliffe_Rd	Cloverridge	Burns	1600
5	Northcliffe_Rd	Burns	Boston	1700
5	Norwood_Ave	Lillian	Tyson	100
3	Oberst_St	Park	Carbon	100
3	Orwood_Pl	Darlington_Rd	City_line	100
1	Pastime_Dr	Court	Turtle	100
1	Pennsylvania_Ave	Wolf	LeMoyne	100
3	Peters_St	Ash	Butternut	100
3	Pleasantview_Ave	Grant_Blvd	Bronx_Ave	100
3	Pleasantview_Ave	Bronx_Ave	Argyle	200
3	Pleasantview_Ave	Argyle	Acadia	300
3	Pleasantview_Ave	Acadia	Rivoli	400
5	Plymouth_Dr.	James	Northcliffe	100
5	Plymouth_Dr.	Northcliffe	Winthrop	200
5	Plymouth_Dr.	Winthrop	Glencove	300
5	Plymouth_Dr.	Glencove	Sunnycrest	400
5	Plymouth_Dr.	Sunnycrest	Caleb	500
5	Plymouth_Dr.	Caleb	Burnet	600
1	Pond_La	Spring_La.	Pond	100
5	Ridgewood_Dr	James	Northcliffe	100
5	Ridgewood_Dr	Northcliffe	Winthrop	200
5	Ridgewood_Dr	Winthrop	Glencove	300
5	Ridgewood_Dr	Glencove	Caleb	400
3	Rivoli_Ave	Kenwick	Pleasantview	100
3	Rivoli_Ave	Pleasantview	Wainwright	200
5	Roxbury_Rd	Plymouth	Culver	100
5	Roxbury_Rd	Culver	Ridgewood	200
5	Sheridan_Pl.	Burnet	Nichols	100

1	Sixth_N_St	Stedman	Wolf	100
1	Sixth_N_St	Wolf	Hiawatha	200
1	Sixth_N_St	Hiawatha	dead_end	300
1	Spring_La	Pond_La.	dead_end	100
3	Spring_St	Butternut	John	100
3	Spring_St	John	Division	200
3	Spring_St	Division	Curtis	300
3	Spring_St	Curtis	Herbert	400
3	Spring_St	Herbert	Pond_St.	500
5	St._Anne_Dr	Kinne	dead_end	100
1	St._Marys_Ter	Englert_Ave	dead_end	100
5	Stafford_Ave.	James	Northcliffe	100
5	Stafford_Ave.	Northcliffe	Glencove	200
5	Stafford_Ave.	Glencove	Sunnycrest	300
5	Stafford_Ave.	Sunnycrest	Caleb	400
5	Stafford_Ave.	Caleb	Burnet	500
1	Stedman_St,_Low	LeMoyn	Sixth_North	100
1	Stedman_St,_Low	Sixth_North	Seventh_North	200
1	Stedman_St,_Low	Seventh_North	Gilbert	300
1	Stedman_St,_Up	Stedman,_Lower	dead_end	100
3	Strand_Pl	Park	Mary	100
5	Sunnycrest_Rd	Forest_Hill	Woodbine	400
5	Sunnycrest_Rd	Woodbine	Hillsdale	500
5	Sunnycrest_Rd	Hillsdale	Collingwood	600
5	Sunnycrest_Rd	Collingwood	S._Edwards	700
5	Sunnycrest_Rd	S._Edwards	S._Midler	800
5	Sunnycrest_Rd	S._Midler	Nichols	900
5	Sunnycrest_Rd	Nichols	Moseley	1000
5	Sunnycrest_Rd	Moseley	Crestline	1100
5	Sunnycrest_Rd	Crestline	Plymouth	1200
5	Sunnycrest_Rd	Plymouth	Luddington	1300
5	Sunnycrest_Rd	Luddington	Erickson	1400
5	Sunnycrest_Rd	Erickson	Caleb	1500
5	Sunstruck_Dr.	Robinson	Kinne	100
5	Sunstruck_Dr.	Kinne	Boyden	200
1	Turtle_St	Grant_Blvd	Burdick	900
1	Turtle_St	Burdick	Willumae	1000
1	Turtle_St	Willumae	Seventh_North	1100
9	Union_Ave	Townsend	McBride	200
3	Wainwright_Ave	Bronx	Argyle	100

3	Wainwright_Ave	Argyle	Acadia	200
3	Wainwright_Ave	Acadia	Rivoli	300
5	Walter_Dr.	James	Tyson	100
1	Weldon_Ave	Loma	Wadsworth	100
9	Willow_St_E.	Townsend	McBride	600
9	Willow_St_E.	McBride	Catherine	700
9	Willow_St_E.	Catherine	Lodi	800
1	Willumae_Dr	Court	Fordland	100
1	Willumae_Dr	Fordland	Cadillac	100
1	Willumae_Dr	Cadillac	Turtle	200
1	Willumae_Dr	Turtle	LeMoyne	300
1	Willumae_Dr	LeMoyne	Wolf	400
3	Wilmore_Pl	Darlington_Rd.	City_Line	100
5	Winthrop_Rd.	Plymouth	Culver	100
5	Winthrop_Rd.	Culver	Ridgewood	200
5	Woodbine_Ave	Northcliffe	Glencove	200
5	Woodbine_Ave	Glencove	Sunnycrest	300
5	Woodbine_Ave	Sunnycrest	Caleb	400
5	Woodbine_Ave	Caleb	Burnet	500
3	Woodruff_Ave	Grant_Blvd.	Listman	400

Ordinance No.

2018

**ORDINANCE AMENDING ORDINANCE NO. 116-2018 AS LAST AMENDED BY ORDINANCE NO. 706-2018 AUTHORIZING THE UNIMPROVED STREET PROGRAM (SLURRY SEAL) IN THE CITY OF SYRACUSE IN THE YEAR 2018/2019**

BE IT ORDAINED, that Ordinance No. 116-2018 as last amended by Ordinance No. 706-2018 is hereby amended to read as follows:

BE IT ORDAINED, that this Common Council hereby authorizes the Unimproved Street Program (Slurry Seal) in the City of Syracuse in the year 2018/2019 in the unimproved streets as shown on Appendix "A" attached hereto, by or under the jurisdiction of the Commissioner of Public Works, and the Commissioner of Public Works is hereby authorized to perform the necessary work therefor, in whole or in part with his own forces, or in whole or in part by contract or contracts entered into in the manner provided by law, at a total cost not to exceed Nine Hundred Thirty-Six Thousand Five Hundred Eleven Dollars (\$936,511.00)\* charging the cost thereof to proceeds of the sale of bonds authorized contemporaneously by ordinance of this Common Council, and thereafter to be assessed against abutting property owners by local assessment as provided by law.

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

\* previously read \$934,000.00

## Appendix "A"

Slurry_Seal	2018/2019	Cycle_1	LIST	Block
Ward	Street_Name	From	To	Block
5	Aberdeen_Terr.	Burnet	Caleb	100
5	Aberdeen_Terr.	Caleb	Glencove	200
3	Arcadia_Ave.	Pleasantview	Wainwright	100
5	Arch_St.	Burnet	Caleb	100
5	Arch_St.	Caleb	Sunnycrest	200
1	Ardmore_Pl.	Wadsworth	dead_end_@_C.L.	100
3	Argyle_Ave.	Wainwright	Pleasantview	100
1	Arnts_Pl.	Grant_Blvd.	Burdick	100
3	Ash_St.	Lodi	Josephine	500
3	Ash_St.	Josephine	Peters	600
3	Ash_St.	Peters	S._Alvord	700
5	Ashdale_Ave.	James	Tyson_Pl.	100
5	Avon_Rd.	Nichols	Moseley	100
3	Becker_St.	Pond	Craig	100
1	Bellshire_La.	Seventh_North	dead_end	100
3	Bender_St.	Darlington	Kenwick	100
3	Berkshire_Ave.	Wadsworth	Herz	200
3	Berkshire_Ave.	Herz	Darlington	300
5	Boston_St.	dead_end	Northcliffe	100
5	Boston_St.	Northcliffe	Glencove	200
5	Boston_St.	Glencove	Caleb	300
5	Boston_St.	Caleb	Burnet	400
5	Boyden_St.	Teall	Sunstruck	400
5	Boyden_St.	Sunstruck	Hixson	400
5	Boyden_St.	Hixson	Sunnycrest_Pk.	500
1	Brace_St	Turtle	Court	100
3	Briggs_St	Butternut	Wadsworth	100
3	Briggs_St	Wadsworth	Darlington	200
3	Bronx_Ave	Wainwright	dead_end	100
9	Brown_St	Decker	Townsend	100
1	Burdick_Ave	Court	Turtle	100
1	Burdick_Ave	Turtle	Arnts_Pl.	200
1	Burdick_Ave	Arnts_Pl.	Murray	300
1	Burdick_Ave	Murray	LeMoyne	400
5	Burns_Ave.	City_Line	Northcliffe	100
5	Burns_Ave.	Northcliffe	Glencove	200
5	Burns_Ave.	Glencove	Caleb	300

5	Burns_Ave.	Caleb	Burnet	400
1	Cadillac_St	Willumae	Seventh_North	100
1	Cadillac_St	Seventh_North	Kenwood	200
1	Cadillac_St	Kenwood	Martin	300
1	Cadillac_St	Martin	Merrill	400
1	Cadillac_St	Merrill	Loma	500
1	Cadillac_St	Loma	Malverne	600
1	Cadillac_St	Malverne	Wadsworth	700
1	Cadillac_St	Wadsworth	Harford	800
1	Cadillac_St	Harford	City_Line	900
5	Caleb_Ave	Sunnycrest_Pk.	Hickock	100
5	Caleb_Ave	Hickock	Stafford	200
5	Caleb_Ave	Stafford	dead_end	300
5	Caleb_Ave	dead_end	Woodbine	400
5	Caleb_Ave	Woodbine	Hillsdale	500
5	Caleb_Ave	Hillsdale	Collingwood	600
5	Caleb_Ave	Collingwood	S_Edwards	700
5	Caleb_Ave	S_Edwards	S_Midler	800
5	Caleb_Ave	S_Midler	Nichols	900
5	Caleb_Ave	Nichols	Champlin	1000
5	Caleb_Ave	Champlin	Moseley	1100
5	Caleb_Ave	Moseley	Arch	1200
5	Caleb_Ave	Arch	Plymouth	1300
5	Caleb_Ave	Plymouth	Luddington	1400
5	Caleb_Ave	Luddington	Aberdeen	1500
5	Caleb_Ave	Aberdeen	Cloveridge	1600
5	Caleb_Ave	Cloveridge	Burns	1700
5	Caleb_Ave	Burns	Boston	1800
5	Caleb_Ave	Boston	Conklin/City_Line	1900
1	Carlisle_St	Carbon	Spring	100
5	Champlin_Dr.	Sunnycrest	Caleb	100
5	Champlin_Dr.	Caleb	Burnet	200
1	Chatham_Pl	Wadsworth	Harford	100
3	Cleveland_Ave	First_North	Griffiths	100
5	Cloveridge_Dr.	James	Northcliffe	100
5	Cloveridge_Dr.	Northcliffe	Glencove	200
5	Cloveridge_Dr.	Glencove	Caleb	300
5	Cloveridge_Dr.	Caleb	Burnet	400
5	Collingwood_Av_N	James	Tyson	100
5	Collingwood_Av_S	James	Northcliffe	100
5	Collingwood_Av_S	Northcliffe	Glencove	200

5	Collingwood_Av_S	Glencove	Sunnycrest	300
5	Collingwood_Av_S	Sunnycrest	Caleb	400
5	Collingwood_Av_S	Caleb	Burnet	500
1	Commonwealth_Ave	Washington_Sq.	Carbon	100
5	Conklin_St	Thompson/C.L.	Glencove	100
5	Conklin_St	Glencove	Caleb	200
3	Craig_St	1st_North	Griffiths	100
3	Craig_St	Griffiths	High	200
3	Craig_St	High	Becker	300
3	Craig_St	Becker	Warham	400
3	Craig_St	Warham	Grant_Blvd.	500
5	Crestline_Dr	Sunnycrest	Plymouth	100
1	Culbert_St	1st_North	Grant_Blvd.	100
5	Culver_Dr	S_Glencove	N_Glencove	100
5	Culver_Dr	N_Glencove	Winthrop	200
5	Culver_Dr.	Winthrop	Roxbury	300
3	Curtis_St	Carbon	Spring	100
3	Curtis_St	Spring	Gilbert	200
3	Curtis_St	Gilbert	1st_North	300
3	Darlington_Rd	Grant	Listman	100
3	Darlington_Rd	Listman	Berkshire	200
3	Darlington_Rd	Berkshire	Briggs	300
3	Darlington_Rd	Briggs	Huntley	400
3	Darlington_Rd	Huntley	Orwood	500 600
3	Darlington_Rd	Orwood	Hillside	700
3	Darlington_Rd	Hillside	Wilmore	800
3	Darlington_Rd	Wilmore	Court	900
1	De_Long_Ave	1st_North	dead_end	100
9	Decker_St	Burnet	Brown	100
3	Division_St.,_E.	Lodi	Park_St.	600
3	Division_St.,_E.	Park_St.	Carbon	700
3	Division_St.,_E.	Carbon	Spring	800
3	Division_St.,_E.	Gilbert_St.	dead_end	1000
5	Edwards_Ave.,N.	James	Tyson	100
5	Edwards_Ave.,S.	James	Northcliffe	100
5	Edwards_Ave.,S.	Northcliffe	Glencove	200
5	Edwards_Ave.,S.	Glencove	Sunnycrest	300
5	Edwards_Ave.,S.	Sunnycrest	Caleb	400
5	Edwards_Ave.,S.	Caleb	Burnet	500
5	Eldorado_St.	Teall	Hixson	100
5	Eldorado_St.	Hixson	dead_end	200

1	Ellen_St	Kenwood	dead_end	100
1	Englert_Ave	Cadillac	Court	100
5	Erickson_St.	Glencove	Sunnycrest	100
5	Erickson_St.	Sunnycrest	Burnet	200
3	First_North_St	John	Division	200
3	First_North_St	Division	Cleveland	300
3	First_North_St	Cleveland	Curtis	400
3	First_North_St	Curtis	Craig	500
3	First_North_St	Craig	Pond	600
1	Fordland_Ave	Willumae	Seventh_North	100
1	Fourth_North_St	LeMoyne	Wolf	100
1	Fourth_North_St	Wolf	Hiawatha	200
1	Fourth_North_St.	Hiawatha	RR_tracks	300
1	Fourth_St._North	RR_tracks	dead_end	400
1	Gannett_Ave	Willumae	Sixth_North	100
3	Gilbert_Ave	John	Curtis	100
3	Gilbert_Ave	Curtis	Pond	200
1	Gilbert_St	Stedman	LeMoyne	100
5	Glencove_Rd	Hickock	Stafford	100
5	Glencove_Rd	Stafford	Forest_Hill	200
5	Glencove_Rd.	Forest_Hill	Woodbine	300
5	Glencove_Rd.	Woodbine	Hillsdale	400
5	Glencove_Rd.	Hillsdale	Collingwood	500
5	Glencove_Rd.	Collingwood	S._Edwards	600
5	Glencove_Rd.	S._Edwards	S._Midler	700
5	Glencove_Rd.	S._Midler	Nichols	800
5	Glencove_Rd.	Nichols	Moseley	900
5	Glencove_Rd.	Moseley	Plymouth	1000
5	Glencove_Rd.	Plymouth	Culver	1100
5	Glencove_Rd.	Culver	Ridgewood	1200
5	Glencove_Rd.	Ridgewood	Cloveridge	1300
5	Glencove_Rd.	Cloveridge	Burns	1400
5	Glencove_Rd.	Burns	Boston	1500
5	Glencove_Rd.	Boston	Conklin	1600
5	Glencove_Rd.,S.	Plymouth	Luddington	1100
5	Glencove_Rd.,S.	Luddington	Erickson	1200
5	Glencove_Rd.,S.	Erickson	Aberdeen	1300
3	Grassman_Ave	Butternut	dead_end	100
1	Harford_Rd	Ardmore	Chatham_Rd.	100
1	Harford_Rd	Chatham_Rd.	Cadillac	200
1	Harford_Rd	Cadillac	LeMoyne	300

5	Hasbrouck_St	Burnet	Caleb	100
3	Herbert_St	Carbon	Spring	100
3	Herbert_St	Spring	Gilbert	200
3	Herbert_St	Gilbert	First_North	300
3	Herz_St.	Berkshire	Briggs	100
9	Hickory_St.	Townsend	McBride	500
9	Hickory_St.	McBride	Catherine	600
3	High_St	Pond	Craig	100
5	Hillsdale_Ave.	James	Northcliffe	100
5	Hillsdale_Ave.	Northcliffe	Glencove	200
5	Hillsdale_Ave.	Glencove	Sunnycrest	300
5	Hillsdale_Ave.	Sunnycrest	Caleb	400
5	Hillsdale_Ave.	Caleb	Burnet	500
3	Hillside_St	Dale	Butternut	100
3	Hillside_St.	Wadsworth	Harding	400
3	Hillside_St.	Harding	Maplehurst	500
3	Hillside_St.	Maplehurst	Darlington	600
3	Hillside_St.	Darlington	city_line	700
5	Hixson_Ave.	Boyden	Kinne	600
5	Hixson_Ave.	Kinne	Robinson	700
5	Homecroft_Rd	James	Northcliffe	100
5	Homecroft_Rd.	Northcliffe	Glencove	200
3	Huntley_St	Hillside	Wadsworth	100
3	Huntley_St	Wadsworth	Darlington	200
3	Josephine_St.	Butternut	Ash	100
3	Kenwick_Dr	Grant_Blvd.	Listman	100
3	Kenwick_Dr	Listman	Bender	200
3	Kenwick_Dr	Bender	city_line	300
1	Kenwood_Ave	Court	Cadillac	100
1	Kenwood_Ave	Cadillac	Ellen	200
1	Kenwood_Ave	Ellen	Lemoyne	300
5	Kinne_St	Teall	Sunstruck	100
5	Kinne_St	Sunstruck	Hixson	200
5	Kinne_St	Hixson	St._Anne	300
1	Kirkpatrick_St.,_E.	Grant_Blvd	Michaels_Ave	1000
1	Kirkpatrick_St.,_E.	Michaels_Ln.	Hood_Ave.	1100
1	Lacy_Pl	Washington_Sq.	Carbon	100
9	Laurel_St.	Townsend	McBride	400
9	Laurel_St.	McBride	Catherine	500
9	Laurel_St.	Catherine	Lodi	600
5	Leo_Ave.	James	Tyson	100

3	Listman_Ave	Wadsworth	Woodruff	100
3	Listman_Ave	Woodruff	Mayar	200
3	Listman_Ave	Mayar	Darlington	300
3	Listman_Ave	Darlington	Kenwick	400
1	Loma_Ave	Court	Weldon	200
1	Loma_Ave	Weldon	Cadillac	300
5	Luddington_St.	S._Glencove	Caleb	100
5	Luddington_St.	Caleb	Burnet	200
1	Malverne_Dr.	Court	Weldon	200
1	Malverne_Dr.	Weldon	Cadillac	300
1	Marcia_St	Kenwood	dead_end	100
5	Mariposa_St.	Teall	Hixson	100
5	Mariposa_St.	Hixson	dead_end	200
1	Martin_St	Court	Cadillac	100
1	Martin_St	Cadillac	LeMoyne	200
1	Martin_St	LeMoyne	dead_end	300
3	Mayar_St	Grant_Blvd.	Listman	100
1	McChesney_Pk_Dr	Grant_Blvd.	Hood	100
1	Merrill_St	Cadillac	LeMoyne	100
1	Merrill_St	LeMoyne	D.E._@City_line	200
5	Milford_Ct	Milford_Dr._E.	dead_end	100
5	Milford_Dr_E	James	Northcliffe	100
5	Milford_Dr_E	Northcliffe	Roxbury	200
5	Milford_Dr_W	James	Northcliffe	100
5	Milford_Dr_W	Northcliffe	Roxbury	200
5	Mooney_Ave.	Teall	Hixson	100
5	Mooney_Ave.	Hixson	dead_end	200
5	Moseley_Dr.	James	Northcliffe	100
5	Moseley_Dr.	Northcliffe	Glencove	200
5	Moseley_Dr.	Glencove	Sunnycrest	300
5	Moseley_Dr.	Sunnycrest	Caleb	400
5	Moseley_Dr.	Caleb	Burnet	500
1	Murray_Ave	Grant_Blvd.	Burdick_Ave	100
3	Neutral_Ct	Pond	Mary	100
5	Nichols_Ave	James	Northcliffe	100
5	Nichols_Ave.	Northcliffe	Glencove	200
5	Nichols_Ave.	Glencove	Sunnycrest	300
5	Nichols_Ave.	Sunnycrest	Caleb	400
5	Nichols_Ave.	Caleb	Burnet	500
5	Northcliffe_Rd	Hickock	Stafford	100
5	Northcliffe_Rd	Stafford	Forest_Hill	200

5	Northcliffe_Rd	Forest_Hill	Woodbine	300
5	Northcliffe_Rd	Woodbine	Hillsdale	400
5	Northcliffe_Rd	Hillside	Collingwood	500
5	Northcliffe_Rd	Collingwood	S._Edwards	600
5	Northcliffe_Rd	S._Edwards	Midler	700
5	Northcliffe_Rd	Midler	Nichols	800
5	Northcliffe_Rd	Nichols	Homecroft	900
5	Northcliffe_Rd	Homecroft	Moseley	1000
5	Northcliffe_Rd	Moseley	Plymouth	1100
5	Northcliffe_Rd	Plymouth	Milford_Dr._W	1200
5	Northcliffe_Rd	Milford_Dr._W	Milford_Dr._E	1300
5	Northcliffe_Rd	Milford_Dr._E	Ridgewood	1400
5	Northcliffe_Rd	Ridgewood	Cloverridge	1500
5	Northcliffe_Rd	Cloverridge	Burns	1600
5	Northcliffe_Rd	Burns	Boston	1700
5	Norwood_Ave	Lillian	Tyson	100
3	Oberst_St	Park	Carbon	100
3	Orwood_Pl	Darlington_Rd	City_line	100
1	Pastime_Dr	Court	Turtle	100
1	Pennsylvania_Ave	Wolf	LeMoyne	100
3	Peters_St	Ash	Butternut	100
3	Pleasantview_Ave	Grant_Blvd	Bronx_Ave	100
3	Pleasantview_Ave	Bronx_Ave	Argyle	200
3	Pleasantview_Ave	Argyle	Acadia	300
3	Pleasantview_Ave	Acadia	Rivoli	400
5	Plymouth_Dr.	James	Northcliffe	100
5	Plymouth_Dr.	Northcliffe	Winthrop	200
5	Plymouth_Dr.	Winthrop	Glencove	300
5	Plymouth_Dr.	Glencove	Sunnycrest	400
5	Plymouth_Dr.	Sunnycrest	Caleb	500
5	Plymouth_Dr.	Caleb	Burnet	600
1	Pond_La	Spring_La.	Pond	100
5	Ridgewood_Dr	James	Northcliffe	100
5	Ridgewood_Dr	Northcliffe	Winthrop	200
5	Ridgewood_Dr	Winthrop	Glencove	300
5	Ridgewood_Dr	Glencove	Caleb	400
3	Rivoli_Ave	Kenwick	Pleasantview	100
3	Rivoli_Ave	Pleasantview	Wainwright	200
5	Roxbury_Rd	Plymouth	Culver	100
5	Roxbury_Rd	Culver	Ridgewood	200
5	Sheridan_Pl.	Burnet	Nichols	100

1	Sixth_N_St	Stedman	Wolf	100
1	Sixth_N_St	Wolf	Hiawatha	200
1	Sixth_N_St	Hiawatha	dead_end	300
1	Spring_La	Pond_La.	dead_end	100
3	Spring_St	Butternut	John	100
3	Spring_St	John	Division	200
3	Spring_St	Division	Curtis	300
3	Spring_St	Curtis	Herbert	400
3	Spring_St	Herbert	Pond_St.	500
5	St._Anne_Dr	Kinne	dead_end	100
1	St._Marys_Ter	Englert_Ave	dead_end	100
5	Stafford_Ave.	James	Northcliffe	100
5	Stafford_Ave.	Northcliffe	Glencove	200
5	Stafford_Ave.	Glencove	Sunnycrest	300
5	Stafford_Ave.	Sunnycrest	Caleb	400
5	Stafford_Ave.	Caleb	Burnet	500
1	Stedman_St,_Low	LeMoynes	Sixth_North	100
1	Stedman_St,_Low	Sixth_North	Seventh_North	200
1	Stedman_St,_Low	Seventh_North	Gilbert	300
1	Stedman_St,_Up	Stedman,_Lower	dead_end	100
3	Strand_Pl	Park	Mary	100
5	Sunnycrest_Rd	Forest_Hill	Woodbine	400
5	Sunnycrest_Rd	Woodbine	Hillsdale	500
5	Sunnycrest_Rd	Hillsdale	Collingwood	600
5	Sunnycrest_Rd	Collingwood	S._Edwards	700
5	Sunnycrest_Rd	S._Edwards	S._Midler	800
5	Sunnycrest_Rd	S._Midler	Nichols	900
5	Sunnycrest_Rd	Nichols	Moseley	1000
5	Sunnycrest_Rd	Moseley	Crestline	1100
5	Sunnycrest_Rd	Crestline	Plymouth	1200
5	Sunnycrest_Rd	Plymouth	Luddington	1300
5	Sunnycrest_Rd	Luddington	Erickson	1400
5	Sunnycrest_Rd	Erickson	Caleb	1500
5	Sunstruck_Dr.	Robinson	Kinne	100
5	Sunstruck_Dr.	Kinne	Boyden	200
1	Turtle_St	Grant_Blvd	Burdick	900
1	Turtle_St	Burdick	Willumae	1000
1	Turtle_St	Willumae	Seventh_North	1100
9	Union_Ave	Townsend	McBride	200
3	Wainwright_Ave	Bronx	Argyle	100

3	Wainwright_Ave	Argyle	Acadia	200
3	Wainwright_Ave	Acadia	Rivoli	300
5	Walter_Dr.	James	Tyson	100
1	Weldon_Ave	Loma	Wadsworth	100
9	Willow_St._E.	Townsend	McBride	600
9	Willow_St._E.	McBride	Catherine	700
9	Willow_St._E.	Catherine	Lodi	800
1	Willumae_Dr	Court	Fordland	100
1	Willumae_Dr	Fordland	Cadillac	100
1	Willumae_Dr	Cadillac	Turtle	200
1	Willumae_Dr	Turtle	LeMoyne	300
1	Willumae_Dr	LeMoyne	Wolf	400
3	Wilmore_Pl	Darlington_Rd.	City_Line	100
5	Winthrop_Rd.	Plymouth	Culver	100
5	Winthrop_Rd.	Culver	Ridgewood	200
5	Woodbine_Ave	Northcliffe	Glencove	200
5	Woodbine_Ave	Glencove	Sunnycrest	300
5	Woodbine_Ave	Sunnycrest	Caleb	400
5	Woodbine_Ave	Caleb	Burnet	500
3	Woodruff_Ave	Grant_Blvd.	Listman	400



22-23

DEPARTMENT OF PUBLIC WORKS

Ben Walsh, Mayor

November 26, 2018

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

**RE: Amend Ordinances #115-2018 Bond and Amended Ordinance #705-2018 Ordinance for Unimproved Street Slurry Program and #116-2018 and Amended 706-2018 Authorizing the Unimproved Street Slurry Program for Fiscal Year 2018/2019**

Dear Mr. Copanas:

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

- Amend Ordinance #705-2018 which amended Ordinance #115-2018 authorizing the sale and issuance of bonds to defray the costs of the 2018/2019 Unimproved Street Slurry Program. To amend the not to exceed amount to \$936,511.
- Amend Ordinance #706-2018 which amended Ordinance #116-2018 authorizing the Department of Public Works to proceed with the 2018/2019 Unimproved Street Slurry Program. To amend the not to exceed amount to \$936,511.

Due to increased pricing of the Slurry Seal the per square yard price went up significantly from prior years doing cycle one. These funds will be used for the slurry sealing of unimproved streets (streets with no curbs) that are identified in the attached listing. This includes the cost of labor, materials, engineering costs, inspection fees and miscellaneous cost as required.

The Department of Public Works operating account 541500 09 00526 will be charged for all costs of this program.

Very truly yours,

  
Ann Fordock

Deputy Commissioner of Public Works  
Af/li

Cc: Lori Iauco, Fiscal Officer  
Kevin Hunter, Superintendent of Street Repair, DPW

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	10/12/2018	Department:	Public Works
Project Name:	Unimproved Street Slurry Seal		
Project Cost:	\$936,511		
Contact Name:	Jeremy Robinson Commissioner DPW		
Project Description:	Apply Slurry Seal to a determined number of streets with in the City of Syracuse		

Projected Time Line & Funding Source(s)

Estimated Start Date:	July 1, 2018	Estimated Completion Date:	June 30, 2019
<b>Funding Source:</b>	<b>Dollar Amount:</b>		
Local Share: Cash Capital			
Local Share: Bonds (complete schedule below)	\$936,511		
State Aid/Grant (identify)			
Federal Aid/Grant (identify)			
Other (identify)			
Other (identify)			
Total Project Funding(must equal cost):		936,511	

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2018/2019	\$936,511
2		
3		
4		
5		
Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)		\$ \$936,511

Approval to proceed with request for legislation is hereby granted.

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

Director of Administration:  Date: 11/29/2018

Director of Management & Budget:  Date: 11/29/18

Commissioner of Finance:  Date: 11/29/18

**BOND ORDINANCE OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) TO DEFRAY THE COST AND EXPENSE OF THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE WEST GENESEE STREET (SALINA STREET TO CITY LINE) ROAD IMPROVEMENT PROJECT, PIN 3756.24**

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 scoping and preliminary design phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) at an estimated maximum cost not to exceed Three Hundred Thousand Dollars (\$300,000.00), 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. Three Hundred Thousand Dollars (\$300,000.00) is estimated as the initial cost of the specific object or purpose for which such bonds are to be issued, with Eight Million One Hundred Fifty-Nine Thousand Dollars (\$8,159,000.00) estimated as the total project cost.

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 Three Hundred Thousand Dollars (\$300,000.00), thereby providing such sum for the initial cost of such specific object or purpose, with the City issuing future bonds in the amount of Seven Million Eight Hundred Fifty-Nine Thousand Dollars (\$7,859,000.00) to construct the project.

Section 4. It is hereby determined that the specific object or purpose for which bonds are to be issued falls within subdivision 20 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is twenty (20) 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.

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Mary E. Robison, PE  
City Engineer

Kelly A. Haggerty  
Public Buildings

Marc S. Romano  
Mapping & Surveying

John Kivlehan  
Design & Construction



**DEPARTMENT OF ENGINEERING**

Office of the City Engineer

Ben Walsh, Mayor

November 28, 2018

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

**Re: Request for Legislation: An Ordinance Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24.**

Dear Mr. Copanas:

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

An Ordinance Authorizing the sale of bonds in the amount of \$300,000.00 for the Scoping and Preliminary Design Phase of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24 (the total project cost is estimated to be \$8,159,000.00).

The City is expected to incur all initial costs for this project; with subsequent reimbursement through the Transportation Improvement Program (Federal 80%, State 15% (Marchiselli)). Account number to be designated by the Commissioner of Finance.

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

Very truly yours,

Mary E. Robison, P.E.  
City Engineer

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date:	11/28/18	Department:	Engineering
Project Name:	West Genesee Street Road Improvement Project, PIN 3756.24		
Project Cost:	\$300,000.00		
Contact Name:	Mary E. Robison		
Project Description:	2R Mill & Pavefrom City line to Salina Street		

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

Estimated Start Date: Winter 2019      Estimated Completion Date: 2022-2023

<b>Funding Source:</b>	<b>Dollar Amount:</b>
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	\$ 15,000.00
State Aid/Grant (Reimbursement)	\$ 45,000.00
Federal Aid/Grant (identify)      TIP Funding Reimbursement	\$ 240,000.00
Other (identify)	
Other (identify)	
<b>Total Project Funding (must equal cost):\$</b>	
	<b>300,000.00</b>

**Estimated Project Borrowing Timeline**

<u>Year</u>	<u>Fiscal Year</u>	<u>Estimated Amount to Borrow</u>
1	2018	\$300,000.00
2		
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain)      \$      300,000.00

The City is expected to incur all initial costs for this project with subsequent 95% reimbursement from the Federal government & State through the Transportation Improvement Program (TIP).

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes X    No \_\_\_\_\_    Reason("No"): included in 18/19 CIP

Director of Administration:       Date: 12/4/2018

Director of Management & Budget: Mary E. Vossler      Date: 12.03.18

Commissioner of Finance:       Date: 12-3-18

**ORDINANCE AUTHORIZING AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO FUNDING FOR THE SCOPING AND PRELIMINARY DESIGN PHASES OF THE WEST GENESEE STREET (SALINA STREET TO CITY LINE) ROAD IMPROVEMENT PROJECT AT A COST NOT TO EXCEED \$300,000.00, PIN 3756.24**

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the scoping and preliminary design phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) (hereinafter referred to as the "Project") at a cost not to exceed \$300,000.00 to be initially funded with bond proceeds with repayment expected to be funded 80% from Federal funds (Transportation Improvement Program) and 15% from State funds (Marchiselli); NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the New York State Department of Transportation relative to funding for the scoping and preliminary design phases of the Project at a cost not to exceed \$300,000.00 with the Project having an estimated total cost not to exceed \$8,159,000.00 to be funded through future agreements with the NYSDOT; 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; and

BE IT FURTHER ORDAINED, that the Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping and preliminary design phases for the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

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

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



25  
Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

Ben Walsh, Mayor

November 28, 2018

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

**Re: Request for Legislation: Authorizing an Agreement with the New York State Department of Transportation for the Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24.**

Dear Mr. Copanas:

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

An Ordinance authorizing the Mayor to enter into an agreement with the New York State Department of Transportation for the scoping and preliminary design phase of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24 for an amount not to exceed \$300,000.00 (the total project cost is estimated to be \$8,159,000.00).

The City is expected to incur all initial costs for this project; with subsequent reimbursement through the Transportation Improvement Program (Federal 80%, State 15% (Marchiselli)). Account number to be designated by the Commissioner of Finance.

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

Very truly yours,

A handwritten signature in cursive script that reads "Mary E. Robison".

Mary E. Robison, P.E.  
City Engineer

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Ordinance No.

2018

**ORDINANCE AUTHORIZING THE  
ENGINEERING SERVICES FOR THE SCOPING  
AND PRELIMINARY DESIGN PHASES NEEDED  
FOR THE WEST GENESEE STREET (SALINA  
STREET TO CITY LINE) ROAD IMPROVEMENT  
PROJECT, PIN 3756.24**

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services for the scoping and preliminary design phases needed for the West Genesee Street (Salina Street to City Line) Road Improvement Project (PIN 3756.24) at a total cost not to exceed \$300,000.00 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 \$300,000.00 authorized contemporaneously herewith by ordinance of this Common Council.

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



26  
Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**

Office of the City Engineer

Ben Walsh, Mayor

November 28, 2018

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

**Re: Request for Legislation: Ordinance Authorizing Scoping and Preliminary Design Phases of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24.**

Dear Mr. Copanas:

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

An Ordinance authorizing the Department of Engineering to proceed with the Scoping and Preliminary Design Phase of the West Genesee Street (Salina Street to City Line) Road Improvement Project, PIN 3756.24 for an amount not to exceed \$300,000.00. (The total project cost is estimated to be \$8,159,000.00).

The City is expected to incur all initial costs for this project; with subsequent reimbursement through the Transportation Improvement Program (Federal 80%, State 15% (Marchiselli)). Account number to be designated by the Commissioner of Finance.

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

Very truly yours,

A handwritten signature in cursive script that reads "Mary E. Robison".

Mary E. Robison, P.E.  
City Engineer

Handwritten initials, possibly "JD", in the bottom right corner of the page.

**ORDINANCE AMENDING ORDINANCE NO. 276-2017 AUTHORIZING A CONTRACT WITH C&S ENGINEERS, INC. RELATIVE TO PROVIDING PRELIMINARY DESIGN SERVICES FOR THE DOWNTOWN MILL & PAVE PROJECT, PIN 3756.06 TO ADD FINAL DESIGN SERVICES**

BE IT ORDAINED, that Ordinance No. 276-2017 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 C&S Engineers, Inc., under the following terms:

(1) C&S Engineers, Inc. shall provide all required preliminary design services to produce preliminary design plans and final design services for the Downtown Mill & Pave Project (PIN No. 3756.06);

(2) The City shall pay to C&S Engineers, Inc. an amount not to exceed \$1,045,000.00\* (\$555,000.00 for preliminary design and \$490,000.00 for final design) for all services under this agreement to be paid on a time-and-expense basis; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all costs associated with this agreement shall be charged to Capital Account #599807.07.701056000 with subsequent reimbursement of 80% of the cost from the Federal government through the Transportation Improvement Program (TIP), 15% from the State (Marchiselli Program) and the remaining 5% will be local share cost to be paid from existing local capital account funds previously authorized by Ordinance No. 634-2014.

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

\* previously read \$555,000.00

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



27  
Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

Ben Walsh, Mayor

November 28, 2018

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

**Re: Request for Legislation: An Ordinance amending Original Ordinance No. 276-2017 Authorizing Consultant Agreement with C&S Engineers Inc. for Preliminary Design Services Phases Fee for the Downtown Mill & Pave Project, PIN 3756.06. Amend to add Final Design Services.**

Dear Mr. Copanas:

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

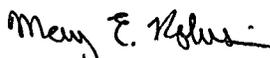
An Ordinance amending Original Ordinance No. 276-2017 to include additional costs in the amount of \$490,000.00 with C&S Engineers, Inc. to provide final design services, resulting in a total not to exceed fee of \$1,045,000.00 (the previous agreement amount was for a total fee not to exceed of \$555,000.00). The amount not to exceed to be paid on a time and expense basis for all services required to produce final design plans for the Downtown Mill & Pave Project, PIN 3756.06.

This project is being funded 80% with federal funds, 15% Marchiselli Funds and 5% with existing local capital account funds previously authorized by Ordinance No. 634 -2014 & No. 487-2018. Costs will be charged to Capital Account No. 599807.07.701056000.

The selection of the consultant was completed following the federal and state procedures for professional services and in accordance with the City's RFQ procedures. The RFQ Committee made the recommendation of C&S Engineers, Inc. to Mayor Miner, and Mayor Miner approved of the selection of C&S Engineers, Inc. on December 27, 2016. Per the attached memorandum, Mayor Walsh further approved the not-to-exceed fee.

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

Very Truly Yours,



Mary E. Robison, P.E.  
City Engineer

25

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

Ben Walsh, Mayor

TO: Ben Walsh, Mayor

ATTN: Mary A. Vossler, Budget Director, Office of Management & Budget *MV*

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

DATE: November 28, 2018

RE: **MEMORANDUM OF APPROVAL – C&S ENGINEERS INC. FINAL DESIGN SERVICE FEE FOR DOWNTOWN MILL & PAVE PROJECT, PIN 3756.06.**

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On March 16, 2017 the previous Mayor approved the selection of C&S Engineers, Inc. for the preliminary design of the Downtown Mill & Pave Project, PIN 3756.06 for a not to exceed fee of \$555,000.00. We have now completed the negotiations of the scope of services and fee with C&S Engineers, Inc. for Final Design.

We have negotiated an estimated maximum total cost not to exceed of \$490,000.00 for C&S Engineers, Inc. to complete the Final Design of this project as detailed in their scope of services. We will negotiate a fee for Construction Inspection and Support with C&S Engineers once the final design process is complete. This will require amending this agreement at a later date.

Please advise if you approve of C&S Engineers proposed total maximum fee not to exceed \$490,000.00 for the Final Design of the Teall Avenue Pavement Resurfacing Project, PIN 3755.86 (Total not to exceed for all phases = \$1,045,000.00).

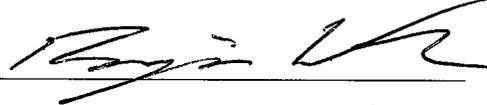
If you approve of C&S Engineers, Inc. fee, we will present this to the Common Council for approval.

YES

NO

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

\_\_\_\_\_

Signature:  Date: 12/4/18

Please return document to John Kivlehan, Department of Engineering.

Ordinance No.

2018

**ORDINANCE AMENDING BOND ORDINANCE NO. 279-2017 AS LAST AMENDED BY ORDINANCE NO. 494-2017 OF THE CITY OF SYRACUSE AUTHORIZING THE ISSUANCE AND SALE OF BONDS IN THE AMOUNT OF ONE MILLION EIGHT HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,841,500.00) TO DEFRAY THE COST AND EXPENSE OF THE SCOPING, PRELIMINARY DESIGN PHASE, AND THE DETAIL DESIGN PHASE FOR THE WEST ONONDAGA STREET OVER ONONDAGA CREEK BRIDGE REHABILITATION PROJECT, PIN 3756.39 TO ADD THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASE**

BE IT ORDAINED, that Bond Ordinance No. 279-2017 as last amended by Ordinance No.

494-2017 is hereby amended to read as follows:

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 scoping, preliminary design phase, detailed design phase, and the construction and construction inspection phase for the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39, at an estimated maximum cost not to exceed One Million Eight Hundred Forty-One Thousand Five Hundred Dollars (\$1,841,500.00)\* (\$154,500.00 for design phases and \$1,687,000.00 for the construction and construction inspection phase), 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 Eight Hundred Forty-One Thousand Five Hundred Dollars (\$1,841,500.00) 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 One Million Eight Hundred Forty-One Thousand Five Hundred Dollars (\$1,841,500.00)\*, 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 10 of paragraph (a) Section 11.00 of the Local Finance Law and the period of probable usefulness of such specific object or purpose is twenty (20) 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.

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

\* previously read \$326,500.00

Mary E. Robison, PE  
City Engineer

Kelly A. Haggerty  
Public Buildings

Marc S. Romano  
Mapping & Surveying

John Kivlehan  
Design & Construction



**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

Ben Walsh, Mayor

November 30, 2018

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

**Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 279-2017 as last amended by Ordinance No. 494-2017 Authorizing the Issuance and Sale of Bonds to Provide Funds for the Scoping, Preliminary and Detail Design Phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused design phase money), and the City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.**

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No. 279-2017 as last amended by Ordinance No. 494-2017 authorizing the sale of bonds in the amount of \$326,500 for the Scoping, Preliminary & Detail Design Phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 for an amended amount not to exceed \$1,841,500.00. We are appropriating an additional \$1,515,000 to the construction and construction inspection phase and reallocating unused design phase money of \$172,000 for a total construction and construction inspection phase cost not to exceed \$1,687,000 and a total project cost not to exceed \$1,841,500.00. The existing legislation stated the amount of funding for the design phases totaled \$326,500.00, and the actual design phase costs are \$154,500.00, so the difference in funding of \$172,000 is being re-allocated into the Construction and Construction Inspection funds. The City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.

The City is expected to incur all initial costs for this project, with subsequent 95% reimbursement from the Federal government through the Transportation Improvement Program (TIP), and the City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated. Account number designated by the Commissioner of Finance is 599807.07.701245000.

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

Sincerely,

Mary E. Robison, P.E.  
City Engineer

Ordinance No.

2018

**ORDINANCE AMENDING ORDINANCE NO. 280-2017 AS LAST AMENDED BY ORDINANCE NO. 825-2017 AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION RELATIVE TO FUNDING FOR THE SCOPING AND PRELIMINARY DESIGN PHASES AND THE DETAILED DESIGN PHASE OF THE WEST ONONDAGA STREET OVER ONONDAGA CREEK BRIDGE REHABILITATION PROJECT, PIN 3756.39 AT A COST NOT TO EXCEED \$1,841,500.00 TO ADD THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASE**

BE IT ORDAINED, that Ordinance No. 280-2017 as last amended by Ordinance No. 825-2017 is hereby amended to read as follows:

WHEREAS, the City Engineer has requested legislation authorizing the Mayor to enter into an agreement with the New York State Department of Transportation (NYSDOT) relative to funding for the scoping and preliminary design phases and the detailed design phase, and the construction and construction inspection phase of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39 at a cost not to exceed \$1,841,500.00\* to be initially funded with bond proceeds with repayment to be funded from 95% Federal funds and 5% City funds; NOW, THEREFORE,

BE IT ORDAINED, subject to the approval of the Mayor, that the Mayor be and he is hereby authorized to enter into an agreement with the New York State Department of Transportation relative to funding for the scoping and preliminary design phases and the detailed design phase, and the construction and construction inspection phase of the West Onondaga Street

over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39 (hereinafter referred to as the "Project") at a total project cost not to exceed \$1,841,500.00\*; 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; and

BE IT FURTHER ORDAINED, that the Common Council hereby authorizes the City of Syracuse to pay in the first instance the full Federal and non-federal share of the cost of the scoping and preliminary design phases of the Project or portions thereof, if necessary; and

BE IT FURTHER ORDAINED, that the City shall be responsible for all excess costs which exceed the amount of the Bridge NY funding appropriated; and

BE IT FURTHER ORDAINED, that construction on the Project shall begin no later than eighteen (18) months after the award of the construction contract and that the Project must be completed within three (3) years of commencing construction; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests on behalf of the City of Syracuse with the NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, if necessary; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

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

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

\* previously read \$326,500.00

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



29  
Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

November 30, 2018

Ben Walsh, Mayor

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

**Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 280-2017 as last amended by Ordinance No. 825-2017 Authorizing an Agreement with the New York State Department of Transportation for Preliminary & Final Design Phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused design phase money) and the City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.**

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No. 280-2017 as last amended by Ordinance No. 825-2017 authorizing the Mayor to enter into an agreement with the New York State Department of Transportation for the preliminary & final design phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 for an amended amount not to exceed \$1,841,500.00. We are appropriating an additional \$1,515,000 to the construction and construction inspection phase and reallocating unused design phase money of \$172,000 for a total construction and construction inspection phase cost not to exceed \$1,687,000 and a total project cost not to exceed \$1,841,500.00. The existing legislation stated the amount of funding for the design phases totaled \$326,500.00, and the actual design phase costs are \$154,500.00, so the difference in design funding of \$172,000 is being re-allocated into the Construction and Construction Inspection funds. The City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.

The City is expected to incur all initial costs for this project, with subsequent 95% reimbursement from the Federal government through the Transportation Improvement Program (TIP), and the City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated. Account number designated by the Commissioner of Finance is 599807.07.701245000.

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

Very truly yours,

A handwritten signature in cursive script that reads "Mary E. Robison".

Mary E. Robison, P.E.  
City Engineer

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**ORDINANCE AMENDING ORDINANCE NO. 281-2017 AS LAST AMENDED BY ORDINANCE NO. 496-2017 AUTHORIZING THE ENGINEERING SERVICES NEEDED FOR THE SCOPING AND PRELIMINARY DESIGN PHASES AND THE DETAILED DESIGN PHASE OF THE WEST ONONDAGA STREET OVER ONONDAGA CREEK BRIDGE REHABILITATION PROJECT, PIN 3756.39 TO ADD THE CONSTRUCTION AND CONSTRUCTION INSPECTION PHASE**

BE IT ORDAINED, that Ordinance No. 281-2017 as last amended by Ordinance No. 496-2017 is hereby amended to read as follows:

BE IT ORDAINED, that this Common Council hereby authorizes the engineering services needed for the scoping and preliminary design phases, the detailed design phase, and the construction and construction inspection phase of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39, at a total cost not to exceed \$1,841,500.00\* (\$154,500.00 for design phases and \$1,687,000.00 for the construction and construction inspection phase) 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 \$1,841,500.00\* authorized contemporaneously herewith by ordinance of this Common Council with subsequent reimbursement of 95% of the cost from the Federal government through the Transportation Improvement Program (TIP); and

BE IT FURTHER ORDAINED, that the City shall be responsible for all excess costs which exceed the amount of the Bridge NY funding appropriated; and

BE IT FURTHER ORDAINED, that all costs associated with this Project shall be charged to Budget Account #599807.07.701245000.

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

\* previously read \$326,500.00

Mary E. Robison, PE  
City Engineer

Marc S. Romano  
Mapping & Surveying



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Kelly A. Haggerty  
Public Buildings

John Kivlehan  
Design & Construction

**DEPARTMENT OF ENGINEERING**  
Office of the City Engineer

November 30, 2018

Ben Walsh, Mayor

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

**Re: Request for Legislation: An Ordinance Amending Original Ordinance No. 281-2017 as last amended by Ordinance No. 496-2017 Authorizing Scoping, Preliminary and Detail Design Phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 (\$1,515,000 new appropriated money and \$172,000 reallocation of unused design phase money), and the City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.**

Dear Mr. Copanas:

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

An Ordinance Amending Original Ordinance No. 281-2017 as last amended by Ordinance No. 496-2017 authorizing the Department of Engineering to proceed with the Scoping, Preliminary & Detail Design Phases of the West Onondaga Street over Onondaga Creek Bridge Rehabilitation Project, PIN 3756.39. Amend to add the Construction and Construction Inspection Phase for \$1,687,000.00 for an amended amount not to exceed \$1,841,500.00. We are appropriating an additional \$1,515,000 to the construction and construction inspection phase and reallocating unused design phase money of \$172,000 for a total construction and construction inspection phase cost not to exceed \$1,687,000 and a total project cost not to exceed \$1,841,500.00. The existing legislation stated the amount of funding for the design phases totaled \$326,500.00, and the actual design phase costs are \$154,500.00, so the difference in funding of \$172,000 is being re-allocated into the Construction and Construction Inspection funds. The City is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated.

The City is expected to incur all initial costs for this project, with subsequent 95% reimbursement from the Federal government through the Transportation Improvement Program (TIP), and the City of Syracuse is responsible for all excess costs which exceed the amount of Bridge NY funding appropriated. Account number designated by the Commissioner of Finance is 599807.07.701245000.

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

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Robison".

Mary E. Robison, P.E.  
City Engineer

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City of Syracuse

AUTHORIZATION TO PROCEED WITH CIP PROJECT

Date: 11/29/18 Department: Engineering

Project Name: West Onondaga Street over Onondaga Creek Bridge Rehabilitation

Project Cost: \$1,687,000.00

Contact Name: Mary E. Robison

Project Description: Bridge Rehabilitation

Projected Time Line & Funding Source(s)

Estimated Start Date: Spring 2019 Estimated Completion Date: Fall 2019

Funding Source:	Dollar Amount:
Local Share: Cash Capital	
Local Share: Bonds (complete schedule below)	\$ 92,075.00
State Aid/Grant (identify)	
Federal Aid/Grant (identify) TIP Funding Reimbursement	\$ 1,749,425.00
Other (identify)	
Other (identify)	
Total Project Funding (must equal cost):\$ 1,841,500.00	

Estimated Project Borrowing Timeline

Year	Fiscal Year	Estimated Amount to Borrow
1	2017	\$326,500.00
2	2018	\$1,515,000.00
3		
4		
5		

Total Estimated Amount to Borrow (if different than "Local Share: Bonds" above, explain) \$ 1,841,500.00

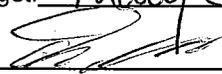
The City is expected to incur all initial costs for this project with subsequent 95% reimbursement from the Federal government through the Transportation Improvement Program (TIP).

Approval to proceed with request for legislation is hereby granted.

Project in CIP Plan: Yes  No  Reason("No"): included in 18/19 CIP

Director of Administration:  Date: 12/4/2018

Director of Management & Budget: Mary E. Vossler Date: 12-3-18

Commissioner of Finance:  Date: 12-3-18

Ordinance No.

2018

**ORDINANCE AUTHORIZING ACCEPTANCE OF  
A DONATION OF \$3,000.00 FROM EXCELLUS  
BLUE CROSS BLUE SHIELD TO SPONSOR  
FREE SKATE NIGHTS AT THE CLINTON  
SQUARE ICE RINK**

BE IT ORDAINED, that this Common Council hereby authorizes the acceptance of a donation of \$3,000.00 from Excellus Blue Cross Blue Shield; said funds from Excellus Blue Cross Blue Shield shall be used for Free Skate nights on Wednesdays at the Clinton Square Ice Rink from January 9, 2019 through March 13, 2019; and the Commissioner of Finance is hereby authorized to deposit the same into the Park Improvement Fund Account #25.71400.404770 or another appropriate account as designated by the Commissioner of Finance and when expensed, the funds shall be expensed from Budget Account #25.71400.504770 or another appropriate account as designated by the Commissioner of Finance to be used towards costs associated with the maintenance of the Clinton Square Ice Rink.

Julie Lafave  
Commissioner



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Jimmy Oliver  
Deputy Commissioner

## PARKS, RECREATION AND YOUTH PROGRAMS

Ben Walsh, Mayor

November 29, 2018

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

**RE: Request for Legislation**

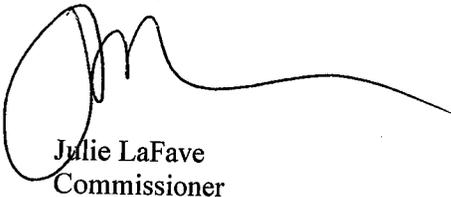
Dear Mr. Copanas:

Please prepare legislation for the next regularly scheduled Common Council meeting to authorize the **Department of Parks, Recreation and Youth Programs to accept a donation of \$3,000 from Excellus Blue Cross Blue Shield. The funds will sponsor a free skating night at the Clinton Square Ice Rink for the 2018-2019 season. The free night will be every Wednesday, from January 9<sup>th</sup> through March 13<sup>th</sup>.**

These funds will be deposited into the Parks Improvement Account # 25.71400.404770 and expenses would be charged against 25.71400.504770. These funds will be used for maintenance at Clinton Square Ice Rink.

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

Sincerely,



Julie LaFave  
Commissioner

**ORDINANCE AUTHORIZING AN INTERMUNICIPAL AGREEMENT PURSUANT TO SECTION 5-G OF THE GENERAL MUNICIPAL LAW WITH ONONDAGA COMMUNITY COLLEGE TO ALLOW STUDENT INTERNS FROM THEIR HUMAN SERVICES PROGRAM TO ENTER INTO A COOPERATIVE ARRANGEMENT TO WORK ALONGSIDE EMPLOYEES OF THE CITY OF SYRACUSE DEPARTMENT OF PARKS, RECREATION AND YOUTH PROGRAMS**

WHEREAS, Section 5-G of the General Municipal Law of the State of New York, provides that municipalities may enter into cooperative agreements subject to the approval of their governing bodies; and

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 Community College to allow student interns from their Human Services Program to enter into a cooperative arrangement to work alongside employees of the City of Syracuse Department of Parks, Recreation and Youth Programs; the arrangement is to provide students with working knowledge of day-to-day operations of a municipal Parks and Recreation Department and the opportunity to work directly with recreation personnel; and

BE IT FURTHER ORDAINED, that said agreement shall be for a one (1) year period effective January 1, 2019 through December 31, 2019, with the option of two (2) one (1) year renewals subject to approval of the Mayor and Common Council; said agreement shall be at no monetary cost to the City; 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; and

BE IT FURTHER ORDAINED, that this Ordinance is subject to the necessary approvals by Onondaga County as required by appropriate law.



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**PARKS, RECREATION AND YOUTH PROGRAMS**

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**Ben Walsh, Mayor**

December 7, 2018

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

Dear City Clerk Copanas:

Please place on the agenda for the next meeting of the Common Council the necessary legislation to authorize the Mayor, on behalf of the City of Syracuse, to enter into an agreement with Onondaga Community College, allowing student interns from its Human Services Program to enter into a cooperative arrangement with the Department of Parks, Recreation and Youth Programs. The purpose of the arrangement is to provide students with working knowledge of day to day operations of a municipal Parks and Recreation Department and the opportunity to work directly with recreation personnel.

The Agreement shall be considered effective January 1, 2019 through December 31, 2019 with two one year renewals. There is no cost for the services under this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie LaFave".

Julie LaFave  
Commissioner of Parks, Recreation & Youth Programs

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO: Mayor Ben Walsh**  
**FROM: Mary E. Vossler, Director of Management and Budget**  
**DATE: December 4, 2018**  
**SUBJECT: Mayoral Approval for an Agreement between Onondaga Community College and the City of Syracuse**

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On behalf of the Department of Parks, Recreation and Youth programs, I am requesting that the City of Syracuse enter into an agreement with Onondaga Community College to allow student interns from its Human Services Program gain clinical experience through programs offered by the Park's Department.

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

Thank you for your attention regarding this matter.

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

12/4/18  
Date

**ORDINANCE AUTHORIZING PURCHASE,  
WITHOUT ADVERTISING OR COMPETITIVE  
BIDDING, OF ANIMAL CRUELTY SERVICES  
ON BEHALF OF THE CITY OF SYRACUSE FOR  
THE PERIOD JANUARY 1, 2019 – DECEMBER  
31, 2019**

BE IT ORDAINED, subject to the approval of the Mayor, that the Common Council hereby authorizes the purchase of animal cruelty services from the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA) for the City of Syracuse on an as-needed basis for the period January 1, 2019 – December 31, 2019 at a cost not to exceed \$12,000.00 without competitive bidding or formal advertising by reason of the fact it is impracticable to bid said item due to the specialized nature of the services to be provided to the City; and

BE IT FURTHER ORDAINED, that the Mayor is hereby authorized to execute said contract as hereinabove stated, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that this contract shall be overseen by the Department of Parks, Recreation and Youth Programs and all costs associated with this agreement, which shall not exceed \$12,000.00, shall be charged to Department of Parks, Recreation and Youth Programs' Budget Account #541500.01.35100.

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Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

December 12, 2018

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

**Re: Legislation for a Waiver of Competitive Bid – Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA)**

Dear Mr. Copanas:

On behalf of the Dept. of Parks, Recreation and Youth programs, please prepare legislation to be introduced at the next Common Council Meeting authorizing a waiver of competitive bid to enter into an agreement for Animal Cruelty Services with the Central New York Society for the Prevention of Cruelty to Animals.

The agreement shall be for one year from January 1, 2019 through December 31, 2019.

**Expenditures will not exceed \$12,000.00 per year and will be charged to the following Budget Account #541500.01.35100**

Thank you.

Sincerely,

Mary E. Vossler  
Director of Management & Budget

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Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget   
**DATE:** December 12, 2018  
**SUBJECT:** Waiver of Competitive Bid – Agreement with the Central New York Society for the Prevention of Cruelty to Animals (CNYSPCA)

---

On behalf of the Department of Parks, Recreation & Youth Programs, I am requesting a waiver of competitive bid and enter into an agreement for Animal Cruelty Services with the Central New York Society for the Prevention of Cruelty to Animals.

The agreement shall be for one year from January 1, 2019 through December 31, 2019.

Expenditures will not exceed \$12,000.00 and will be charged to 01.35100.541500.

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

12/13/18  
\_\_\_\_\_  
Date

cc: Julie LaFave Commissioner of Parks, Recreation & Youth Programs



**PARKS, RECREATION AND YOUTH PROGRAMS**

**Ben Walsh, Mayor**

November 28, 2018

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

**Re: Waiver of Competitive Bid to Enter into a Contract with the CNYSPCA for the Prevention of Cruelty to Animals**

Dear Ms. Vossler:

Please prepare legislation for the next regularly scheduled Common Council meeting to authorize without competitive bid or advertising to **enter into an agreement for Animal Cruelty Services with the Central New York Society for the Prevention of Cruelty to Animals.**

The agreement shall be for one year from January 1, 2019 through December 31, 2019.

Expenditures will not exceed a total amount of \$12,000.00 and will be **charged to 01.35100.541510.**

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

Sincerely,

Julie LaFave  
Commissioner

Approved \_\_\_\_\_  
Date 12/12/18

Disapproved \_\_\_\_\_  
Date \_\_\_\_\_

**Resolution No.**

**2018**

**RESOLUTION REAPPOINTING BALBINA  
PRISCILLA SANTANA TO THE CITIZEN  
REVIEW BOARD**

BE IT RESOLVED, by this Common Council that Balbina Priscilla Santana of 709 Hixson Avenue, Apt. 122A, Syracuse, New York 13206 be and she hereby is reappointed to the Citizen Review Board for the term of January 1, 2019 through December 31, 2021. This appointment fills the position to be nominated by the 2nd District Councilor.

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



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

**CITY OF SYRACUSE COMMON COUNCIL**

**CHAD RYAN**  
Councilor - Second District

December 7, 2018

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

Dear Mr. Copanas:

Please prepare legislation for the regularly scheduled Common Council meeting of Monday, December 17, 2018 reappointing Balbina Priscilla Santana as the 2<sup>nd</sup> District Councilor appointment on the Citizen Review Board for the term of January 1, 2019 through December 31, 2021.

I have attached Ms. Priscilla Santana's resume.

Thank you for your attention in this matter.

Sincerely,

Chad Ryan  
2<sup>nd</sup> District Councilor

**Balbina Priscilla Santana**  
709 Hixson Avenue Apt. 122A Syracuse, New York 13206  
(315) 884-3181  
priscillataz78@gmail.com

**Skills:**

- Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)
- Bilingual ( Spanish / English )
- Bilingual Medical Interpreter
- Great Interpersonal and Communication Skills
- Team player and goal oriented person

**Education:**

Bryant & Stratton College, Syracuse, New York  
BBA General Management  
Graduation Date: April 2017

Bryant & Stratton College, Syracuse, New York  
Associate of Applied Science Degree, Business Program  
Graduation Date: April 2013

Accounting (2003-2006)  
Central Del Este University, San Pedro de Macoris, Dominican Republic

**Experience:**

**Team Leader/Spanish Medical Interpreter:**

Upstate Hospital, Syracuse, New York (March 2016 - Present).

- Communicate with office staff via Self Serve, email, and phone related to the schedules and patient needs.
- Ensure opened communication with the supervisor related to areas of improvement for service and communications with the Spanish speaking populations we serve.
- Assess of cultural and other barriers to care that can be improved upon.
- Assist with the Upstate Interpreter Services billing, data collection, appointment scheduling, as well as quality and process improvement activities.
- Assist with reminder phone calls for appointments with patients and families and consulting with patient and families on transportation challenges.

**Training and Client Support Specialist:**

Controltec, Inc. Cicero, New York (August 2015- March 2016).

- Provide first-line technical support.
- Client service and training to clients for all company products.
- Train client project managers, agency administrators, managers and end-users on how to use company software products and systems.
- Provide transition support to agencies during the deployment phase of initial product installations.
- Develop and conduct training programs for clients and users.
- Confers with project managers, product managers and software developers to gain knowledge of software applications.
- Act as intermediary between company engineering staff, project management staff, product managers and customers for minor or routine issues.

**Cashier/Sales Support Specialist:**

Limited Brands, Victoria's Secret. Syracuse, New York (October 2013- March 2016).

- Execute purchases and returns/exchanges for customers per store operating procedures policy.
- Maintain awareness of all sales, promotions, and applicable ringing procedures.
- Utilize mobile point of sale (MPOS) units during peak times.
- Builds customer loyalty through current brand strategies.
- Understand, adhere to and reinforce brand standards.
- Recover merchandise to standard in between customers.
- Replenish merchandise to standard to create a full and abundant presentation.
- Assist in housekeeping of sales floor and communicates maintenance issues.

**Language Services Manager:**

The Spanish Action League of Onondaga County, Inc. Syracuse, New York (June 2011- August 2015).

- See clients and put them in the agency's database accordingly.
- Identify the needs of the community in terms of language services.
- Recruit, interview, train, supervise and evaluate "direct supervision given positions".
- Approve time card "direct supervision given positions".
- Maintain database of certified medical bilingual interpreters.
- Promote and expand current services in the interpretation and Translation program.
- Approve billing for interpreters services and oversee department budget.
- Direct experience with timely and accurate data entry and clerical experience in a role requiring the abstraction and entry of moderately complex data with a high degree of accuracy and attention to detail.

**Medical Interpreter Trainer:**

The Spanish Action League of Onondaga County, Inc. Syracuse, New York (June 2010 – Present).

- Help the group achieve specific outcomes through the use of active, participatory, participant-centered methods.
- Certify the bilingual medical interpreters that work for The Spanish Action League of Onondaga County, Inc.
- Able to successfully deliver trainings in an effective, charismatic and passionate way that optimizes the impact of the training and ensures that learning has occurred.
- Regularly evaluate the process in real time, and can measure how well the participants achieved the stated outcomes at the end of the process.
- Have made themselves familiar with the organizational culture and context in which they are working, and ensure the processes "fit" that culture.

**Receptionist / Interpreters Scheduler:**

The Spanish Action League of Onondaga County, Inc. Syracuse, New York (October 2009 – June 2011).

- Welcome visitors and clients and direct them to proper staff.
- Make copies, send faxes, read letters for them, fill out money orders, etc. Answer multi-line telephone and take messages when necessary, provide information to callers, take messages and transfer calls
- Answer interpretations request calls, Schedule and coordinate interpretations and translations, Responsible for interpretations weekly schedule, Prepare interpretations invoices for accounting.
- Operates office machines (multi-line phone and voicemail system, computer including Microsoft office, fax machine, copier). Responsible for changes as needed during the week and coordinate new appointments.
- Keep track of daily staff attendance, open incoming correspondence and postmarks, maintain sign-in/out sheets, and perform other duties as assigned by Supervisors.

References Available upon request

Ordinance No.

2018

**ORDINANCE APPROPRIATING FUNDS FOR THE CENTRAL NEW YORK COMMUNITY FOUNDATION AS A CONDUIT FOR THE SAY YES TO EDUCATION FOUNDATION AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT ASSOCIATED WITH THE FUNDS**

BE IT ORDAINED, that this Common Council hereby appropriates the sum of \$1,000,000 from the 2018/2019 Budget Account #595945.01.90000 to the Central New York Community Foundation as a conduit for the Say Yes to Education Foundation; said funds are to be utilized by the Central New York Community Foundation for the Say Yes to Education Foundation on the following Onondaga County contracts, in the manner provided by law:

- (1) Family support for Student Success;
- (2) Student Assistance Counselors;
- (3) Syracuse City School District Summer Program;
- (4) Promise Zones; and
- (5) Mental Health Clinics;

and;

BE IT FURTHER ORDAINED, that the Mayor of the City of Syracuse, be and he hereby is authorized to contract with the Central New York Community Foundation as a conduit for the Say Yes to Education Foundation relative to this appropriation, subject to the approval of the Corporation Counsel as to terms, form and execution; and

BE IT FURTHER ORDAINED, that the deliverables for said contract shall be as outlined in the attached Exhibit "A".

## EXHIBIT A

Central New York Community Foundation, Inc., or its designee shall provide the following services:

1. Work within assigned Syracuse City Schools – thirty (30) in total – to monitor overall student performance, identify needs, and provide linkages to school and community based supports
2. Be responsible for a caseload of up to twenty-five (25) identified students and siblings, providing school based assessment, service planning, supportive counseling, case management and ongoing documentation
3. Engage and maintain regular contact with identified students; conduction face-to-face contacts of significant duration, minimally twice a month, with additional frequency determined on a case-by-case basis; and
4. Provide casework and supportive counseling, crisis intervention, advocacy, and linkages to school based supports with identified students, making referrals for auxiliary services as needed in concert with the Family Specialist and under direction of his or her supervisor

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

November 29, 2018

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

**Re: Request for Legislation – Central New York Community Foundation, Inc.**

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council Meeting authorizing a contract between the City of Syracuse and the Central New York Community Foundation, Inc. for Fiscal Year 2018/2019.

The Central New York Community Foundation will serve as the conduit for the Say Yes to Education Foundation on the following Onondaga County contracts:

- Family Support for Student Success
- Student Assistance Counselors
- Syracuse City School District Summer Program
- Promise Zones
- Mental Health Clinics

The local match is \$1,000,000.

See Exhibit A attached for a detail of services.

**Expenditures in an amount not to exceed \$1,000,000 will be charged to the Central New York Community Foundation Account #595945.01.90000.**

Thank you.

Sincerely,

Mary E. Vossler  
Director of Budget

Ordinance No.

2018

**ORDINANCE AUTHORIZING THE CITY OF SYRACUSE DEFERRED COMPENSATION BOARD TO ADOPT THE NEW YORK STATE DEFERRED COMPENSATION PLAN**

WHEREAS, the City of Syracuse wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for voluntary participation of all eligible employees; and

WHEREAS, the City of Syracuse is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law; and

WHEREAS, the City of Syracuse has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers with the City of Syracuse by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement; NOW, THEREFORE,

BE IT ORDAINED, that the City of Syracuse hereby adopts the Plan for the voluntary participation of all eligible employees; and

BE IT FURTHER ORDAINED, that the appropriate officials of the City of Syracuse are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and

BE IT FURTHER ORDAINED, that the Administrative Services Agency is hereby authorized to file copies of this ordinance and other required documents with the President of the State of New York Civil Service Commission.

Robert P. Stamey  
Director



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Donna D. Briscoe  
Assistant Director

**OFFICE OF PERSONNEL AND LABOR RELATIONS**

**Ben Walsh, Mayor**

December 5, 2018

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

**Re: Request for Legislation**

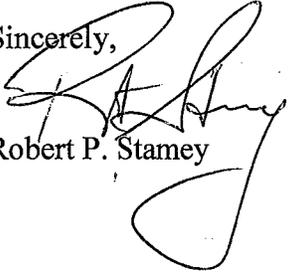
Dear Mr. Copanas:

Please prepare legislation for the next meeting of the Common Council authorizing the City of Syracuse Deferred Compensation Board to adopt the New York State Deferred Compensation Plan (the "Plan") in accordance with Section 5 of the State Finance Law. Attached is a sample Resolution which can be used for the necessary City ordinance.

Pursuant to Section 5 the Plan is available to Employees of the State of New York and Other Participating Public Jurisdictions on a voluntary basis. New York State is better equipped to manage the plan on a State wide basis rather than individual municipalities. Therefore the trend has been for local municipalities to adopt the New York State Plan.

The New York State Board will assist the City in transferring over all current employees who are in the City's Plan at no cost to the City. In addition, the State Board will assist in encouraging new and existing employees who are not in the Plan to join.

Sincerely,

  
Robert P. Stamey

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Adoption Of The State of New York Deferred Compensation Plan

WHEREAS, the City of Syracuse wishes to adopt the Deferred Compensation Plan for Employees of the State of New York and Other Participating Public Jurisdictions (the "Plan") for voluntary participation of all eligible employees; and

WHEREAS, the City of Syracuse is a local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law\* and

WHEREAS, the City of Syracuse has reviewed the Plan established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of the State of New York; and

WHEREAS, the purpose of the Plan is to encourage employees to make and continue careers with the City of Syracuse by providing eligible employees with a convenient and tax-favored method of saving on a regular and long-term basis and thereby provide for their retirement;

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\* A local public employer eligible to adopt the Plan pursuant to Section 5 of the State Finance Law includes: a county, city, town, village or other political subdivision as defined in Section 131 of the retirement and Social Security law or civil division of the State; a school district or other governmental entity operating a public school, college, or university; a public improvement or special district, a public authority, commission, or public benefit corporation; or any other public corporation, agency or instrumentality or unit of government which exercises governmental powers under the laws of the State.

NOW, THEREFORE, it is hereby:

RESOLVED, that the City of Syracuse hereby adopts the Plan for the voluntary participation of all eligible employees; and it is further

RESOLVED, that the appropriate officials of the City of Syracuse are hereby authorized to take such actions and enter such agreements as are required or necessary for the adoption, implementation, and maintenance of the Plan; and it is further

RESOLVED, that the Administrative Services Agency is hereby authorized to file copies of these resolutions and other required documents with the President of the State of New York Civil Service Commission.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at a meeting of the \_\_\_\_\_

I hereby certify that the City of Syracuse is a local public employer within the meaning of Section 5 of the State Finance Law and that the adoption of the Plan has received all required approvals of any local governing body or officer and otherwise complies with local law.

Witnesseth by:

City of Syracuse

By:

\_\_\_\_\_

\_\_\_\_\_

Consent of The Deferred  
Compensation Board of the  
State of New York to  
Local Public Employer's  
Participation

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

**ORDINANCE AUTHORIZING CONTRACT(S)  
WITH PMA MANAGEMENT CORPORATION  
RELATIVE TO PROVIDING ADMINISTRATION  
OF THE WORKERS' COMPENSATION CLAIMS  
PROGRAM FOR THE CITY OF SYRACUSE AND  
THE SYRACUSE CITY SCHOOL DISTRICT**

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 and the Board of Education for the Syracuse City School District have approved the retention of PMA Management Corporation, under the following terms:

(1) PMA Management Corporation (PMAMC) shall provide all required services relative to the administration of the Workers' Compensation Claims Program for the City of Syracuse and the Syracuse City School District;

(2) The initial term of the contract(s) is for three (3) years with the option for two (2) additional one (1) year renewal periods subject to the approval of the Mayor and Common Council;

(3) The City shall pay to PMA Management Corporation an amount not to exceed \$102,000.00 for all services under their agreement and the Syracuse City School District shall pay to PMA Management Corporation an amount not to exceed \$167,750.00 for all services under their agreement; NOW, THEREFORE,

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

BE IT FURTHER ORDAINED, that all City costs associated with this agreement shall be charged to Account #590401.01.90400 (Workers' Compensation Administrative Services) and all Syracuse City School District costs shall be charged to the appropriate District budget account number designated by their Chief Financial Officer.

Robert P. Stamey  
Director



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Donna D. Briscoe  
Assistant Director

**OFFICE OF PERSONNEL AND LABOR RELATIONS**

**Ben Walsh, Mayor**

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

November 15, 2018

**RE: LEGISLATION - AUTHORIZING AN AGREEMENT WITH PMA MANAGEMENT CORPORATION, (PMAMC), FOR WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES ON BEHALF OF THE OFFICE OF PERSONNEL & LABOR RELATIONS**

Dear Mr. Copanas:

Please prepare legislation to be introduced at the next Common Council meeting authorizing an agreement with PMA Management Corporation, (PMAMC), for Workers' Compensation Claims Administration Services in an annual amount not to exceed \$102,000 for the City of Syracuse and \$165,750 for the Syracuse City School District for each year of the initial three (3) year term of the contract beginning January 1, 2019 and ending December 31, 2021; and includes two (2) one (1) year optional renewal periods for years 2022 and 2023. The additional cost of each optional renewal period for both the City and the Syracuse City School District amounts shall not exceed an additional three (3) percent each year.

These services are necessary to manage and process employee claims under the New York State Workers' Compensation Law. PMA Management Corporation has successfully assisted both the City of Syracuse and the Syracuse City School District in effective Workers' Compensation administration and case management.

Combined annual expenditures for the initial term will not exceed \$267,750 and will be billed separately to the City of Syracuse and the Syracuse City School District. The annual amount of \$102,000 for the initial term; plus any amounts for option years 2022 and 2023 payable by the City of Syracuse to PMAC would be charged to Account #590401.01.90400.

Thank you.

Sincerely yours,

Robert P. Stamey  
Director of Personnel & Labor Relations

cc: File

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Ben Walsh, Mayor

**TO: Honorable Mayor Ben Walsh**  
**FROM: Mary E. Vossler, Director of Management & Budget**  
**DATE: November 16, 2018**  
**SUBJECT: Request for Proposal – Professional Services Contract for Workers’ Compensation Administrative Services**

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On behalf of the Department of Personnel and Labor Relations and the Syracuse City School District, I am requesting that the Request for Proposal (RFP) for a Professional Services Contract for Workers’ Compensation Administrative Services be awarded to PMA Management Corporation (PMAMC).

There were six (6) firms who initially responded to our RFP. The RFP Committee considered not only the fee schedules for services, but also the thoroughness of the proposals, recommendations of the administrative staffs of both the City and the School District, who have had experience with the providers and the ability to perform the services required. In the final analysis, the committee members agreed that PMAMC would be the best choice in assisting the City and District in achieving cost savings through effective workers’ compensation administration, case management, and safety performance recommendations.

The contract period for their services would be a three year term beginning January 1, 2019 through December 31, 2021; and includes two (2) one (1) year optional renewal periods for years 2022 and 2023.

The annual cost will not exceed \$267,750 and is allocated as follows:

City of Syracuse	\$102,000
Syracuse City School District	\$165,750

The additional cost of each renewal period will not exceed an additional three percent each year.

The expenditures for the City will be charged to Account #590401.01.90400 (Workers’ Compensation Administrative Services).

Please indicate your concurrence with **PMA Management Corporation (PMAMC)** 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

11/19/18  
Date



**SYRACUSE CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
SYRACUSE, NEW YORK**

**RESOLUTION**

**Award Workers' Compensation Third Party Administrator**

- Whereas: the Syracuse City School District and Board of Education are committed to providing a safe work environment to all employees; and
- Whereas: the Syracuse City School District has completed a Request for Proposal for a Workers' Compensation Third Party Administrator and for Risk Management Services in collaboration with the City of Syracuse; and
- Whereas: a committee of District administrators analyzed the proposals received to make a recommendation for award of both services. The committee members collaborated with the City of Syracuse committee to review the proposals; and
- Whereas: the Syracuse City School District committee selected **PMA Management Corporation** as the best candidate to provide Worker's Compensation Third Party Administration and Risk Management Services; now, therefore, be it
- Resolved: That the Superintendent of Schools be authorized to enter into an agreement with PMA Management Corporation to be the District's Third Party Administrator for the Districts Self-Insured Workers' Compensation program for the three years of January 1, 2019 through December 31, 2021 at an annual administrative fee of \$165,750 with two year extension options at a no more than 3% increase in the administrative fee per each year of the extension.
- Dated: December 12, 2018

**Resolution No.**

**2018**

**RESOLUTION REAPPOINTING LORI NILSSON  
TO THE CITIZEN REVIEW BOARD**

BE IT RESOLVED, by this Common Council that Lori Nilsson of 415 West Ostrander Avenue, Syracuse, New York 13205 be and she hereby is reappointed to the Citizen Review Board for the term of January 1, 2019 through December 31, 2021. This appointment fills the position to be nominated by the 3rd District Councilor.

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



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

**CITY OF SYRACUSE COMMON COUNCIL**

**SUSAN C. BOYLE**  
**Councilor-3rd District**

December 7, 2018

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

Dear Mr. Copanas:

Please prepare legislation for the regularly scheduled Common Council meeting of Monday, December 17, 2018 reappointing Lori Nilsson as the 3<sup>rd</sup> District Councilor appointment on the Citizen Review Board for the term of January 1, 2019 through December 31, 2021.

Attached you will find the resume of Ms. Nilsson.

Thank you for your attention in this matter.

Sincerely,

Susan C. Boyle  
Councilor 3<sup>rd</sup> District

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# Lori Nilsson

415 W. Ostrander Ave. Syracuse, NY 13205

315-345-6223

Lnilsson56@gmail.com

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## Skills

As a union officer and representative for over 25 years, I have learned to be a good listener. I am empathetic, logical, honest and open to hearing all sides of a story or incident.

As a direct care supervisor I have investigated many incidents involving staff, individuals served by the agency as well as accusations made by members of the community.

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## Experience

**October 1978 through November 2014**

**Residential direct care staff, residential unit director in Developmental Center, director of group homes in the community for persons with developmental disabilities.**

From 1978 until 1985 provided direct care to adults with developmental disabilities.

From 1985 until 2014 supervised direct care staff while continuing to provide direct care to individuals with developmental disabilities. Supervised up to 20 staff at any given time. Investigated incidents, mediated staff disputes, responsible for the day to day operations and care of the residents.

## **Various positions within the Civil Service Employees Association union.**

From 1985 until my retirement in 2014, I held different positions within the union. At the local level I was President, Secretary and Treasurer during different terms. At the Regional level I was Treasurer, and at the statewide level I was the Chairperson of the State Division.

I was a member of the CSEA/NYS contract negotiating team on 6 contract teams beginning in 1995.

### **Education:**

#### **Syracuse University – 1974-1978**

Social work major, Sociology minor

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### **Activities**

Secretary, Greater Syracuse Labor Council, AFL-CIO

Secretary, Central NY chapter of the Alliance of Retired Americans.

Ordinance No.

2018

**ORDINANCE AUTHORIZING CONTRACT WITH RGA, INC. RELATIVE TO PROVIDING A COMPREHENSIVE RECONNAISSANCE-LEVEL HISTORIC RESOURCES SURVEY**

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 RGA, Inc., under the following terms:

(1) RGA, Inc. shall complete Phase I of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse, which covers the areas of the city north of Interstate 690. The survey project is part of the City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources;

(2) The City shall pay to RGA, Inc. an amount not to exceed \$34,287.00 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 funding for Phase I comes from a Certified Local Government grant awarded to the City by the New York State Department of Parks, Recreation & Historic Preservation and all costs associated with this agreement shall be charged to Budget Account #599802.02.235750118.



DIVISION OF CITY PLANNING

Ben Walsh, Mayor

December 3, 2018

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

**RE: REQUEST FOR LEGISLATION**

Dear Mr. Copanas:

Please prepare legislation for consideration at the December 17, 2018 meeting of the Common Council to authorize the City of Syracuse to enter into contract with RGA, Inc.

In October 2018, the City issued an RFP seeking vendors to complete Phase 1 of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse. The survey project is part of City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources. The City received three proposals in response to the RFP, and RGA, Inc. was unanimously selected to conduct Phase 1 of the survey, which covers the areas of the city north of Interstate 690. Funding for Phase 1 comes from a Certified Local Government grant awarded to the City by the New York State Department of Parks, Recreation & Historic Preservation in the amount of \$38,000.

Based upon the Selection Committee's recommendation and approval of the Mayor, the City would like to enter into a contract with RGA, Inc., in an amount not to exceed \$34,287.00, charged to account number 599802.02.235750118, established by the Commissioner of Finance for this project.

If you have questions, please contact Kate Auwaerter at 448-8108. Thank you for your consideration of this request.

Sincerely,

Owen Kerney  
Deputy Director, City Planning

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Honorable Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management & Budget *MEV*  
**DATE:** December 3, 2018  
**SUBJECT:** Contract with RGA, Inc.

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On behalf of the Division of City Planning, I am requesting to enter into a contract with **RGA, Inc.** to perform Phase One of a comprehensive reconnaissance-level historic resources survey for the City of Syracuse.

In October 2018, the City issued an RFP seeking vendors to complete Phase 1 of a comprehensive reconnaissance-level historic resources survey of the City of Syracuse. The survey project is part of City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources.

The City received three proposals in response to the RFP, and RGA, Inc. was unanimously selected to conduct Phase 1 of the survey, which covers the areas of the city north of Interstate 690. Funding for Phase 1 comes from a Certified Local Government grant awarded to the City by the New York State Department of Parks, Recreation & Historic Preservation in the amount of \$38,000.

**Total City agreement costs not to exceed \$34,287 will be charged to Grant Account #599802.02.235750118**

If you agree with the selection of **RGA, Inc.** please indicate such by signing below and returning this memo to me so that I may forward a copy to the Common Council along with the legislation request for the next Common Council meeting

Thank you for your attention regarding this matter.

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

*12/4/18*  
\_\_\_\_\_  
Date



DIVISION OF CITY PLANNING

Ben Walsh, Mayor

# Memo

To: Mary Vossler, Director of Budget

From: Owen Kerney  
Assistant Director, City Planning *OK*

Date: November 30, 2018

Re: Comprehensive Reconnaissance-Level Historic Resources Survey (Phase 1)

We propose to enter into a contract with **RGA, Inc.**, in the amount of \$34,287.00 to complete Phase 1 of the comprehensive reconnaissance-level historic resources survey of the City of Syracuse. Phase 1 covers the areas of the city north of Interstate 690. The source of funding is a \$38,000 Certified Local Government (CLG) grant that the City of Syracuse was awarded by the New York State Office of Parks, Recreation & Historic Preservation. This project is part of City Planning's efforts to proactively inventory and identify the community's architecturally and historically significant resources. The results of the comprehensive survey will be an excellent planning tool that will help inform and streamline economic development and neighborhood revitalization initiatives citywide.

The City of Syracuse received three (3) proposals for the specified work. The RFP Selection Committee reviewed the proposals and recommends that the City of Syracuse retains **RGA, Inc.**, which is located in Cranbury, NJ. The Selection Committee's unanimous recommendation was based upon the review of several criteria including qualifications and experience, cost, and ability to achieve the desired standard of work under a tight deadline. The firm has excellent credentials and the CLG staff is confident that they will be able to produce a quality product.

The contract will not to exceed \$34,287.00. The project must be completed by September 30, 2019 and will be charged to 02.599802.0.000, established by the Commissioner of Finance for this project.

Please forward the Selection Committee's choice of **RGA, Inc.**, to the Mayor for approval. Thank you for your time and consideration.

Approved: \_\_\_\_\_ *✓* \_\_\_\_\_ Disapproved: \_\_\_\_\_  
Date: 12/3/2018 \_\_\_\_\_ Date: \_\_\_\_\_

General Ordinance No.

2018

**ORDINANCE APPROVING A SPECIAL PERMIT  
FOR A RESTAURANT ON PROPERTY  
SITUATED AT 3408-3416 BURNET AVENUE**

BE IT ORDAINED, that the following resolution adopted by the City Planning Commission of the City of Syracuse on November 19, 2018, pursuant to Article V, Chapter 13, of the Charter of the City of Syracuse-1960, as amended, approving the application of NSSM Peacock, LLC, owner, and Liberty Deli of Syracuse, applicant, for a special permit for a restaurant on property situated at 3408-3416 Burnet Avenue, Syracuse, New York, pursuant to Part B, Section VI, Article 1, and Part C, Section IV, Articles 1 and 2 of the Zoning Rules and Regulations of the City of Syracuse, as amended, in the manner and upon the conditions stated, be and the same hereby is consented to and approved, namely:

A RESOLUTION APPROVING IN PART A SPECIAL PERMIT FOR A RESTAURANT  
ON PROPERTY SITUATED AT 3408-3416 BURNET AVENUE

We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 19<sup>th</sup> day of November, 2018, adopt the following resolution:

- WHEREAS, the applicant, Liberty Deli of Syracuse, is requesting a Special Permit for a Restaurant on property situated at 3408-3416 Burnet Avenue pursuant to Part B, Section VI, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended; and
- WHEREAS, the scope of work consists of combining three tenant spaces on the east end of an existing building to create a restaurant with retail space, constructing a new deck on the south side (back) of the building to be used as customer area, removing a deck in front of the building, and installing right-of-way improvements to allow for parking in front of the building; and
- WHEREAS, the City Planning Commission held a Public Hearing on the request on November 19, 2018, at 6:00 p.m. in the Common Council Chambers, City Hall, Syracuse, New York, heard all those desiring to be heard, and duly recorded their testimony; and
- WHEREAS, the City Planning Commission has studied the proposal and all submittals by the applicant and all interested parties; and
- WHEREAS, the subject property is slightly irregular in shape with approximately 206.21 feet of frontage on Burnet Avenue and 242.52 feet of frontage along Interstate 690; and
- WHEREAS, the property lies within an Industrial, Class A zoning district as do the adjacent and neighboring properties to the east and west; neighboring properties to the north lie within Residential, Class A and Residential, Class A-1 zoning districts; and
- WHEREAS, land use in the area consists primarily of residential uses along the north side of Burnet Avenue with commercial and retail uses along the south side of Burnet Avenue; and
- WHEREAS, the "Syracuse Land Use and Development Plan" designates the character of this site, which lies within the Eastwood neighborhood, as Suburban Commercial; and
- WHEREAS, additional land uses on the site include a restaurant and four commercial uses; and
- WHEREAS, the City Planning Commission approved a Special Permit for a Restaurant (SP-89-17) on July 18, 1989; and
- WHEREAS, the City Planning Commission approved a substantial modification to a Special Permit for a Restaurant on November 27, 1990, to construct a 700-square foot addition (SP-90-46) which included a site plan illustrating 18 parking spaces in front of the existing building; the Commission noted that these front spaces were not workable parking spaces due to the fact that a driver would have to back into the Burnet Avenue right-of-way; and

- WHEREAS, the last substantial modification to the restaurant (SP-99-27M1) was approved by the Planning Commission on November 5, 2012; and
- WHEREAS, the applicant is proposing to remove an existing ground sign and install five double-sided ground signs and five wall signs totaling approximately 253.6 square feet consisting of a 119.6-square foot, double-sided, internally-illuminated, tenant ground sign with an overall height of 14.5 feet, four, 9-square foot, double-sided, directional ground signs (36 square feet) with an overall height of three feet, and six tenant wall signs totaling 98 square feet; and
- WHEREAS, the tenant ground sign and the directional ground signs are all located in the city right-of-way, over which the Planning Commission has no approval authority; and
- WHEREAS, the City Planning Commission recommended moving the tenant ground sign onto private property and reducing the proposed restaurant sign panel to be no more than 20 square feet per side; and
- WHEREAS, the applicant submitted a revised site plan (Sheets L-1 and L-2) last revised on November 20, 2018, in response to comments from the City Planning Commission which illustrate the existing building with a new outdoor deck on the south side of the building, a proposed 14.5-foot high ground sign relocated onto private property in front of the building, 115 off-street parking spaces with wheel stops as required, proposed right-of-way improvements consisting of a 158-foot long island with a sidewalk in the Burnet Avenue right-of-way separating the front parking spaces from Burnet Avenue, two 12-foot wide driveways, and a fenced in dumpster area in the southwest corner of the property; and
- WHEREAS, any improvements and/or alterations that encroach into the city right-of-way require approval by the Common Council; and
- WHEREAS, the application included a building floor plan (Sheet A-1A) dated September 24, 2018, which illustrates six tenant spaces on the first floor consisting of the proposed restaurant (Liberty Deli), an existing restaurant (Casa di Copani), and four commercial/retail spaces with accessory tenant storage in the basement, and two dwelling units on the second floor; and
- WHEREAS, the application included a floor plans for the proposed restaurant (Sheets A-1C and A-1D) dated September 24, 2018, which illustrate the proposed restaurant with approximately 1,500 square feet of customer area consisting of 162 square feet for a customer service area, 168 square feet for indoor customer seating, and 1,170 square feet for outdoor seating, and approximately 238 square feet of retail space; and
- WHEREAS, all uses on the property require 154 off-street parking spaces consisting of 50 spaces for Liberty Deli, 102 spaces for Casa di Copani, and two spaces for the dwelling units; and
- WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(1) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposed restaurant requires 50 off-street parking spaces and there are only 11 spaces

available; all existing and proposed uses on the site require 154 spaces and the site plan illustrates 115 spaces, creating a shortage of 39 spaces; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph d.(9) of the City of Syracuse Zoning Rules and Regulations, as amended, in that the proposed restaurant shall comply with the provisions of Part C, Section I, Article 5 of the City of Syracuse Zoning Rules and Regulations, as amended, wherein, pursuant to paragraph 2, a minimum of eight feet in width, measured inward from the street line for the entire length of the sidewalk, exclusive of approach drives, shall be reserved for landscape treatment; the site plan illustrates 11 off-street parking spaces between the street line and the front of the building; and

WHEREAS, the proposal deviates from Part C, Section IV, Article 2-8.1, paragraph g. of the City of Syracuse Zoning Rules and Regulations, as amended, in that a minimum setback of ten feet shall be maintained for all structures and parking areas from Burnet Avenue, which is designated as a minor arterial by the Federal Highway Administration Functional Classification; the site plan illustrates 11 off-street parking spaces with a zero-foot setback along Burnet Avenue; and

WHEREAS, the proposal necessitates three waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, street line treatment, and arterial setback requirements; and

WHEREAS, during the Public Hearing the applicant stated the hours of operation for the proposed restaurant shall be Monday through Friday from 8:00 a.m. until 6:00 p.m. and Saturday from 9:00 a.m. until 3:00 p.m.; and

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED that We, the duly appointed members of the City Planning Commission of the City of Syracuse, do this 19<sup>th</sup> day of November, 2018, APPROVE IN PART the application of Liberty Deli of Syracuse for a Special Permit for a Restaurant on property situated at 3408-3416 Burnet Avenue pursuant to Part B, Section VI, Article 1 and Part C, Section IV, Articles 1 and 2 of the City of Syracuse Zoning Rules and Regulations, as amended;

BE IT FURTHER RESOLVED that this Commission GRANTS the requested waivers from Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the off-street parking, street line treatment, and arterial setback requirements as identified in the preamble to this resolution;

BE IT FURTHER RESOLVED that this Commission DOES NOT GRANT waivers from Part C, Section IV, Article 2-8.1 of the City of Syracuse Zoning Rules and Regulations, as amended, as they pertain to the motor vehicle curbing and sign requirements;

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

1. The subject premises shall be used, operated and maintained in a neat and orderly condition at all times; all outside storage of junk, bottles, cartons, boxes, debris and the like shall be restricted to appropriately screened enclosures not visible to the general public;
2. All construction, improvements and additions relating to this proposal, including those activities required in order to comply with the conditions of this approval, shall be completed by the applicant or its agents within twelve (12) months of the date of approval of this resolution by the City of Syracuse or this approval will be considered null and void;
3. Improvements to the subject property and its use shall be substantially in accordance with the submitted plans on file in the City of Syracuse Office of Zoning Administration entitled:
  - Proposed Right-Of-Way Encroachment (Sheet L-1); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-7-2018; last revised: 11-20-2018; scaled: as noted;
  - Site Plan & Parking (Sheet L-2); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-7-2018; last revised: 11-20-2018; scaled: as noted;
  - Building Code & Zoning Code Data (Sheet C-1A); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-24-2018; scaled: as noted;
  - Building Floor Plans & Notes (Sheet A-1A); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 210-04; dated: 9-24-2018; scaled: as noted;
  - Basement Plan & Notes (Sheet A-1B); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-24-2018; scaled: as noted;
  - First Floor Plan & Notes (Sheet A-1C); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-24-2018; scaled: as noted;
  - Deck Plan & Notes (Sheet A-1D); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-24-2018; scaled: as noted;
  - Elevations & Notes (Sheet A-2A); Liberty Deli, 3408-3416 Burnet Avenue; prepared by: William J. Pitcher, Pitcher Architect, PLLC; Job #: 218-04; dated: 9-24-2018; scaled: as noted;

4. Signage for the proposal is limited to an 89-square foot, double-sided, internally-illuminated, tenant ground sign to be located on private property with an overall height of 14.5 feet, and six tenant wall signs totaling 98 square feet, as noted in condition number three above; this approval DOES NOT include the four proposed, 9-square foot, double-sided, directional ground signs with an overall height of three feet, which are located in the city right-of-way and require approval from the Common Council;

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

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

BE IT FURTHER RESOLVED that the applicant shall obtain permission as required from the City of Syracuse for any improvements and/or alterations that encroach into the city right-of-way;

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

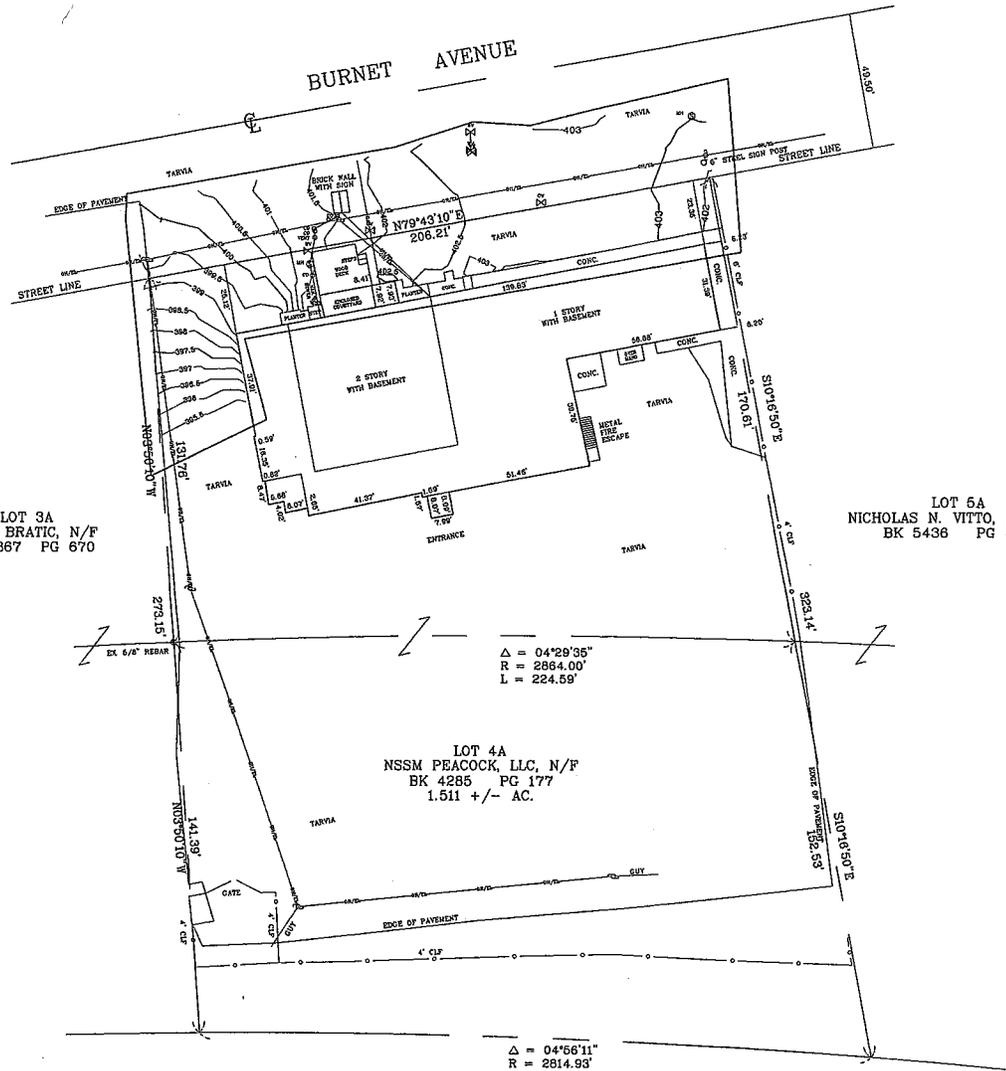
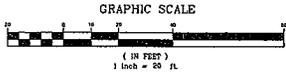
BE IT FURTHER RESOLVED that if the conditions enumerated above are not complied with, this Special Permit shall be subject to revocation;

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

  
Steven W. Kulick, Chairperson  
City Planning Commission

LOT 4A  
 PROPERTY 639 PARTNERSHIP SUBDIVISION  
 FILED TRACT MAP No. 8613  
 CITY OF SYRACUSE  
 ONONDAGA COUNTY  
 NEW YORK

JUNE 20, 2018



- NOTES:
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE ADDITIONAL EASEMENTS NOT SHOWN.
  2. BEARINGS ARE RELATED TO DEED. ELEVATIONS ARE ON AN ASSUMED DATUM.
  3. UNDERGROUND UTILITIES WERE NOT LOCATED. PRIOR TO EXCAVATING CALL DIG SAFELY NY TO MARK UTILITIES.

PEOPLE OF THE STATE OF NEW YORK  
 INTERSTATE ROUTE No. 690

"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, Subdivision 2, of the New York State Education Law."  
 "Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered to be true copies."  
 "Certification indicated hereon signify that this survey was prepared in accordance with the existing code of practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors."

REDUCED TO 11x17 AT 45%  
 OF ORIGINAL SIZE





JOB: 218-04  
 DATE: 1-1-08  
 REV. 1: 11-20-08  
 REV. 2: 11-20-08

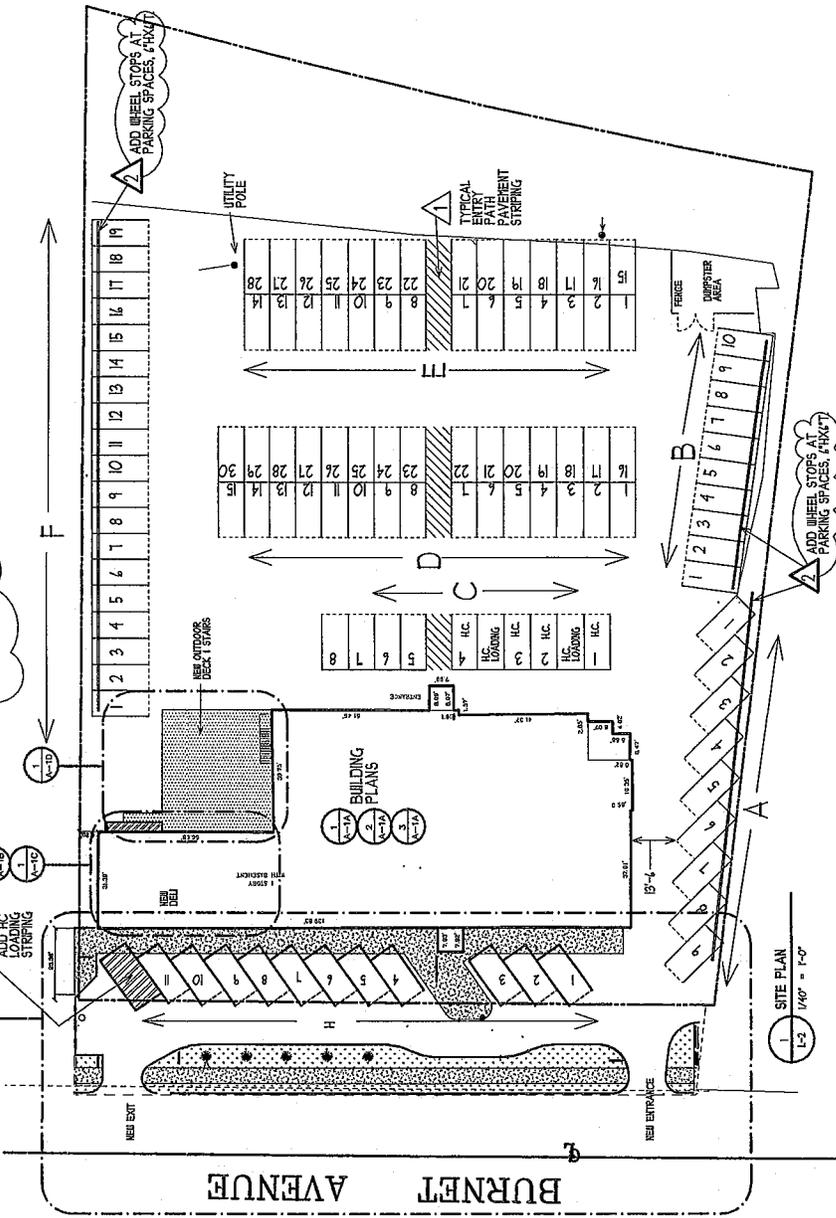
124 Pitzel Avenue  
 Syracuse, NY 13203  
 Pitrcher Architect  
 315.474.1218

LIBERTY DELI  
 3408-3416 BURNET AVENUE  
 SYRACUSE, NY  
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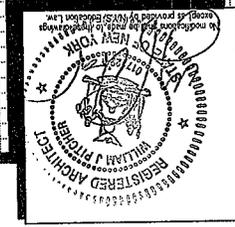
SITE PLAN  
 & PARKING  
 L-2

**CHANGES TO ENCROACHMENT APPLICATION**  
 1. SIGNAGE CHANGES ARE SHOWN ON SHEET L-1  
 2. SIGN 'A' MOVED OUT OF RIGHT-OF-WAY, ONTO  
 OWNER'S PROPERTY. NO LONGER PART OF  
 THIS APPLICATION.  
 3. THE DEPARTMENTAL COMMENTS, LANDSCAPING  
 ISLAND HAS BEEN MODIFIED, INCREASE WIDTH,  
 ADD PUBLIC SIDEWALK, MOVE DRIVEWAYS  
 CEAS. PAVING CHANGES SEE SHEET L-1  
 5. DELETE SIGN 'B' FROM APPLICATION, SEE SHEET L-1

**OFF-STREET PARKING**  
 'A' 9 SPACES  
 'B' 10  
 'C' 8  
 'D' 30  
 'E' 28  
 'F' 19  
 'G' 11  
 ALL 132 IES



1 SITE PLAN  
 1/8" = 1'-0"



JOB# 218-04  
 DATE 9-7-2018  
 9-24-2018

124 Federal Avenue  
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 PITCHER architect PLLC

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BUILDING CODE  
 ZONING CODE  
 DATA  
 C-1A

**MATERIALS OF CONSTRUCTION**

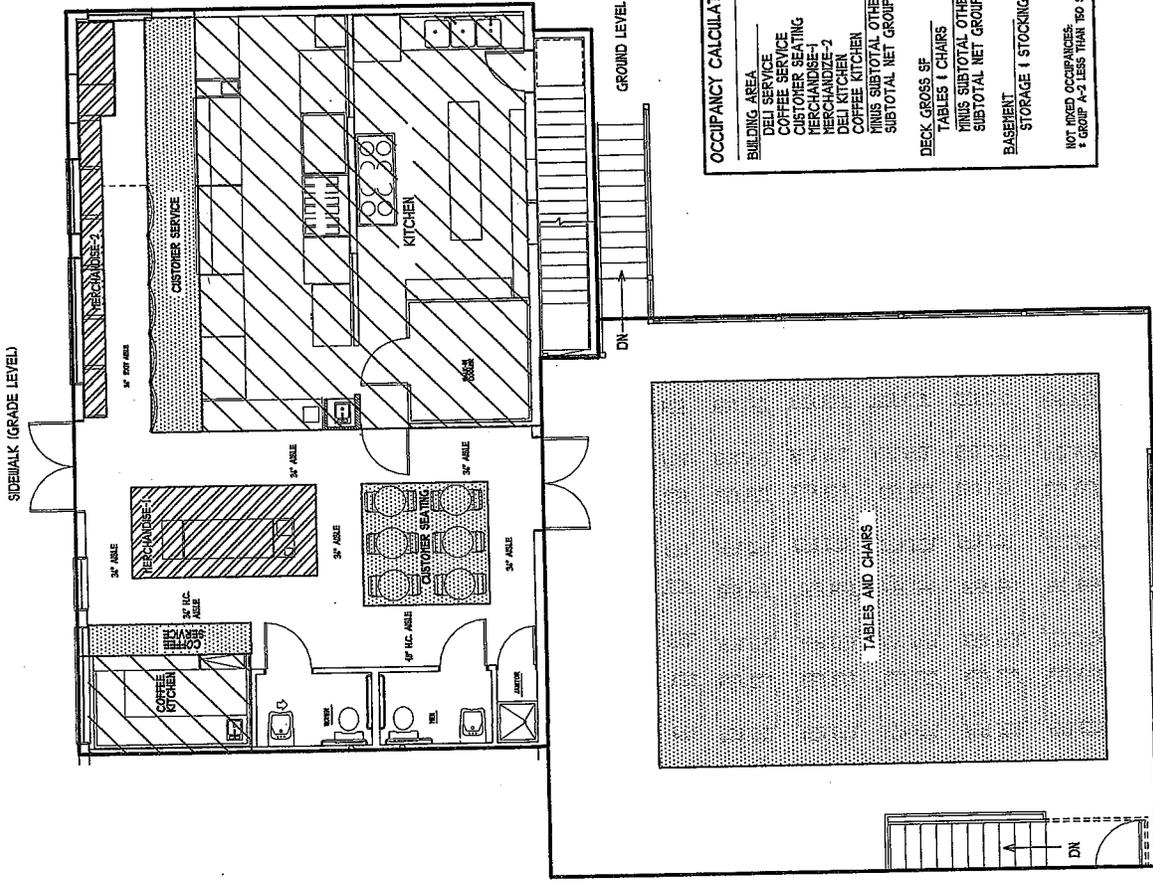
**BASEMENT:**  
 EXTERIOR WALLS (NORTH & EAST) - CONCRETE BLOCK FOUNDATION  
 EXTERIOR WALLS (SOUTH) - WOOD FRAMED  
 INTERIOR WALL (WEST) - WOOD FRAMED  
 MAIN BEAM - STEEL  
 PIERS - CONCRETE BLOCK  
 FLOOR JOISTS - WOOD  
 TYPE 5B CONSTRUCTION

**FIRST FLOOR:**  
 ALL WALLS - WOOD FRAMED  
 STEEL COLUMN, BEAMS AND ROOF RAFTERS  
 WOOD CEILING JOISTS AND ROOF RAFTERS  
 TYPE 5B CONSTRUCTION  
 PROPOSED NEW DECK:  
 STEEL PLATE, BEAMS AND COLUMNS - UNPROTECTED  
 TYPE 5B CONSTRUCTION

**FIRE AREAS AND SIZES**

GROUP	SPRINKLER CONSTRUCTION	MAX HT.	MAX STORES	MAX SF
A-2	NONE	40 FT.	1 STORY	6,000
B	NONE	40 FT.	2 STORES	9,000

EXISTING FIRST FLOOR IS 1549 SF AT 1 STORY = OK



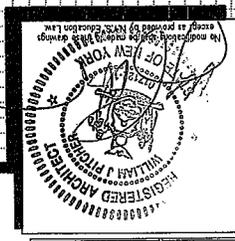
**OCCUPANCY CALCULATIONS**

BUILDING AREA	GROUP	USE	ONE OCC. PER SF	OCCUPANTS	PLUMBING FIXTURES GROUP	OCC. INC.	LAV.	
1549 GSF	A-2*	STANDING	5 SF	174	A-2	2.0	1/75	1/200
88 NSF	A-2*	STANDING	5 SF	42	B	10.4	1/50	1/80
21 NSF	A-2*	TABLES	15 SF	42	A-2	48.3	1/75	1/200
64 NSF	B	BUSINESS	100 SF	01	B	1.0	1/50	1/80
71 NSF	B	BUSINESS	100 SF	04	S	5.2	1/100	1/100
42 NSF	B	BUSINESS	200 SF	30				
605 NSF	B	KITCHEN	200 SF	04				
71 NSF	B	KITCHEN	200 SF	04				
MINUS SUBTOTAL OTHER AREAS				5.9				
592 SF	B	BUSINESS	100 SF	34.1				
581 GSF	B	BUSINESS	100 SF	34.1				
DECK GROSS SF								
725 NSF	A-2*	SEATED	15 SF	48.3				
MINUS SUBTOTAL OTHER AREAS								
705 NSF	B	BUSINESS	100 SF	10				
644 GSF	B	BUSINESS	100 SF	55.3				
BASEMENT								
1549 GSF	S	FOOD	300 SF	5.2				
STORAGE / STOCKING								
1549 GSF								
TOTAL OCCUPANTS				94.9				

PROVIDED:  
 2 WATER CLOSETS  
 2 LAVATORIES

NOT RATED OCCUPANCIES:  
 \* GROUP A-2 LESS THAN 150 SF = GROUP B OR ADJACENT OCCUPANCY  
 † GROUP A-2 LESS THAN 150 SF = GROUP B OR ADJACENT OCCUPANCY

OCCUPANCY INFORMATION  
 C-1A 1/8" = 1'-0"

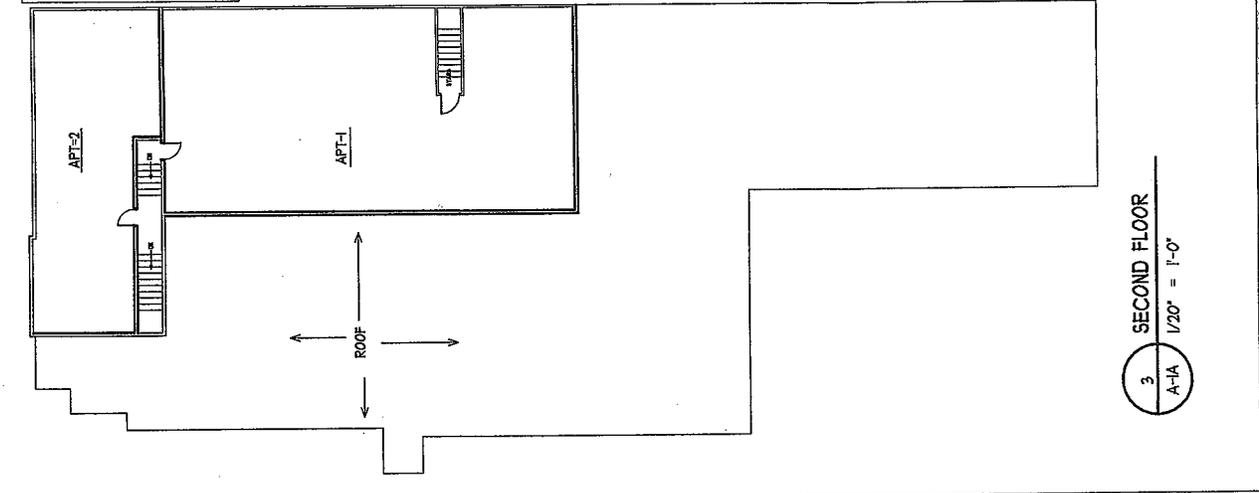


DATE: 10-04  
JOB: 10-2-2018

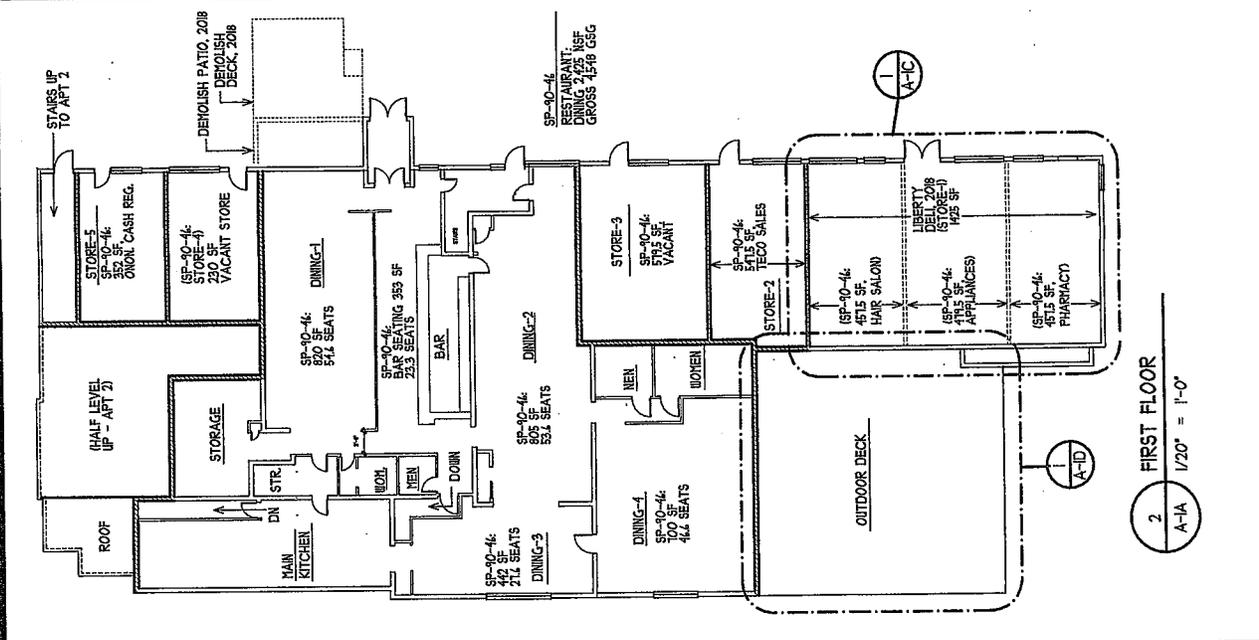
PITCHER Architect PLLC  
124 Pelzel Avenue  
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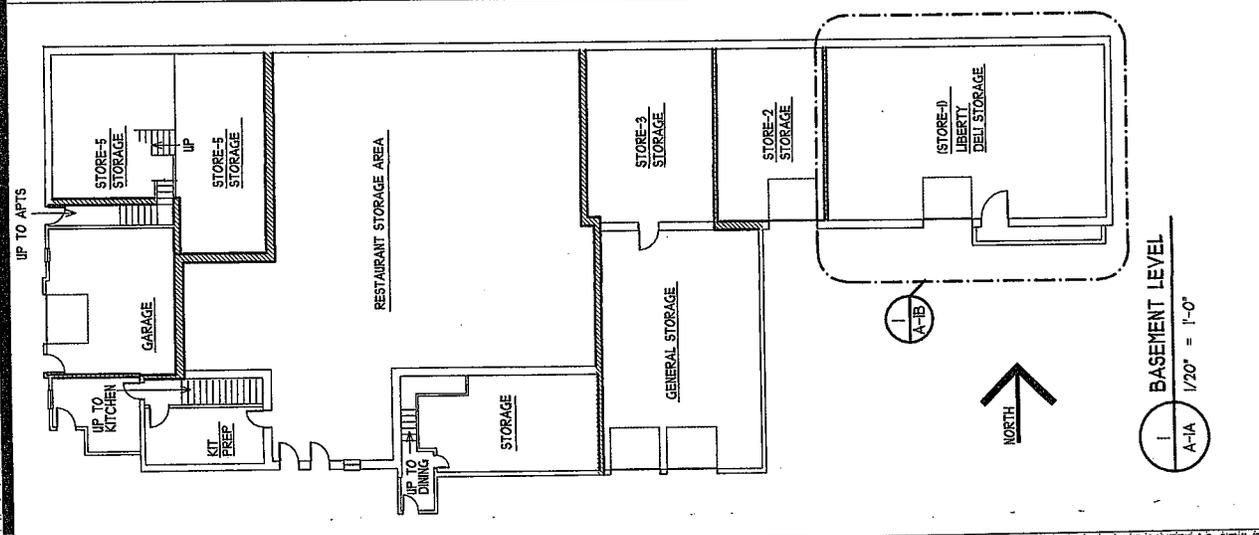
A-1A  
BUILDING  
FLOOR  
PLANS &  
NOTES



3 SECOND FLOOR  
A-1A 1/20" = 1'-0"



2 FIRST FLOOR  
A-1A 1/20" = 1'-0"



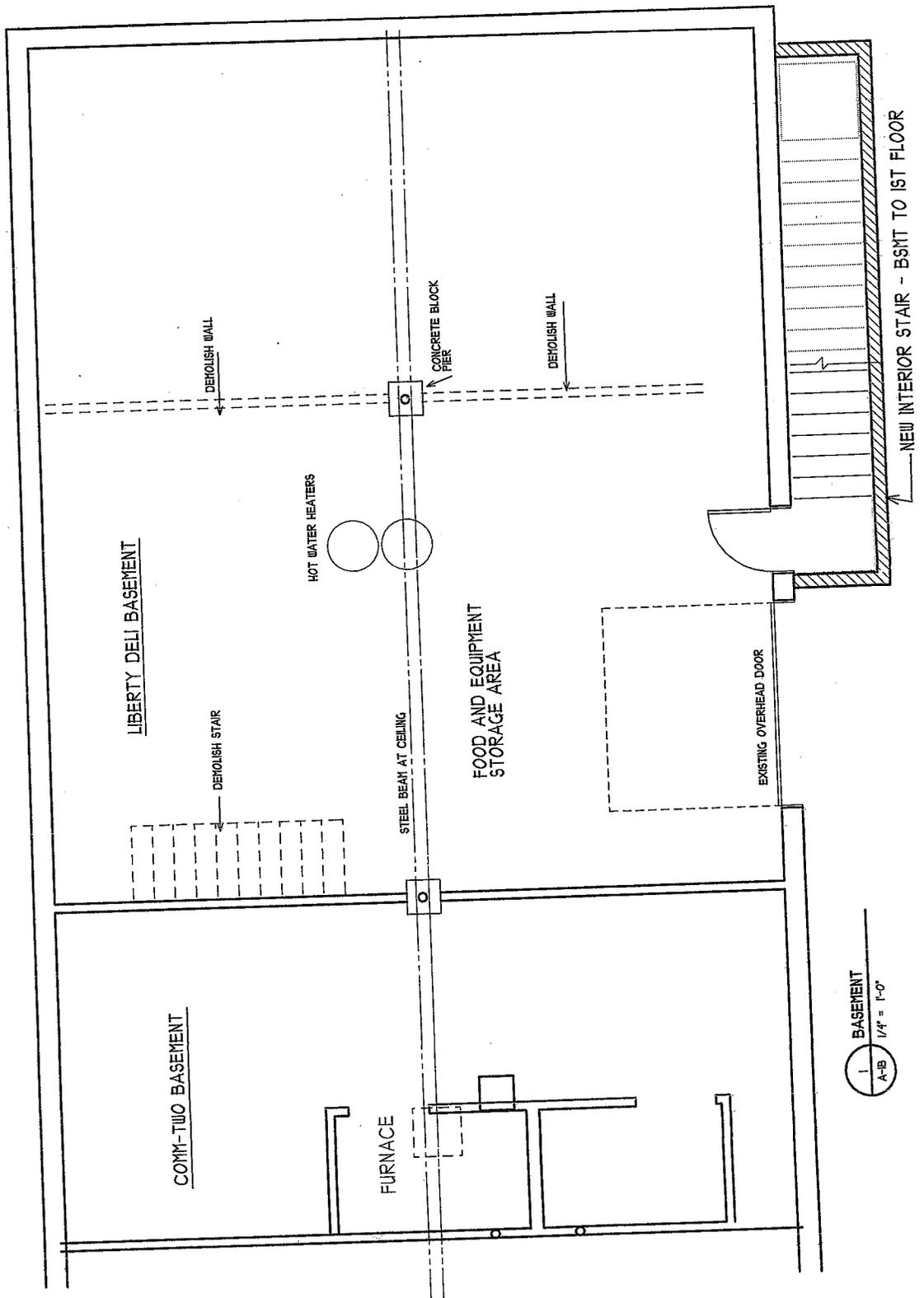
1 BASEMENT LEVEL  
A-1A 1/20" = 1'-0"

A-1B  
NOTES  
&  
PLAN  
BASEMENT

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JOB# 218-04  
DATE 9-7-2018  
9-24-2018



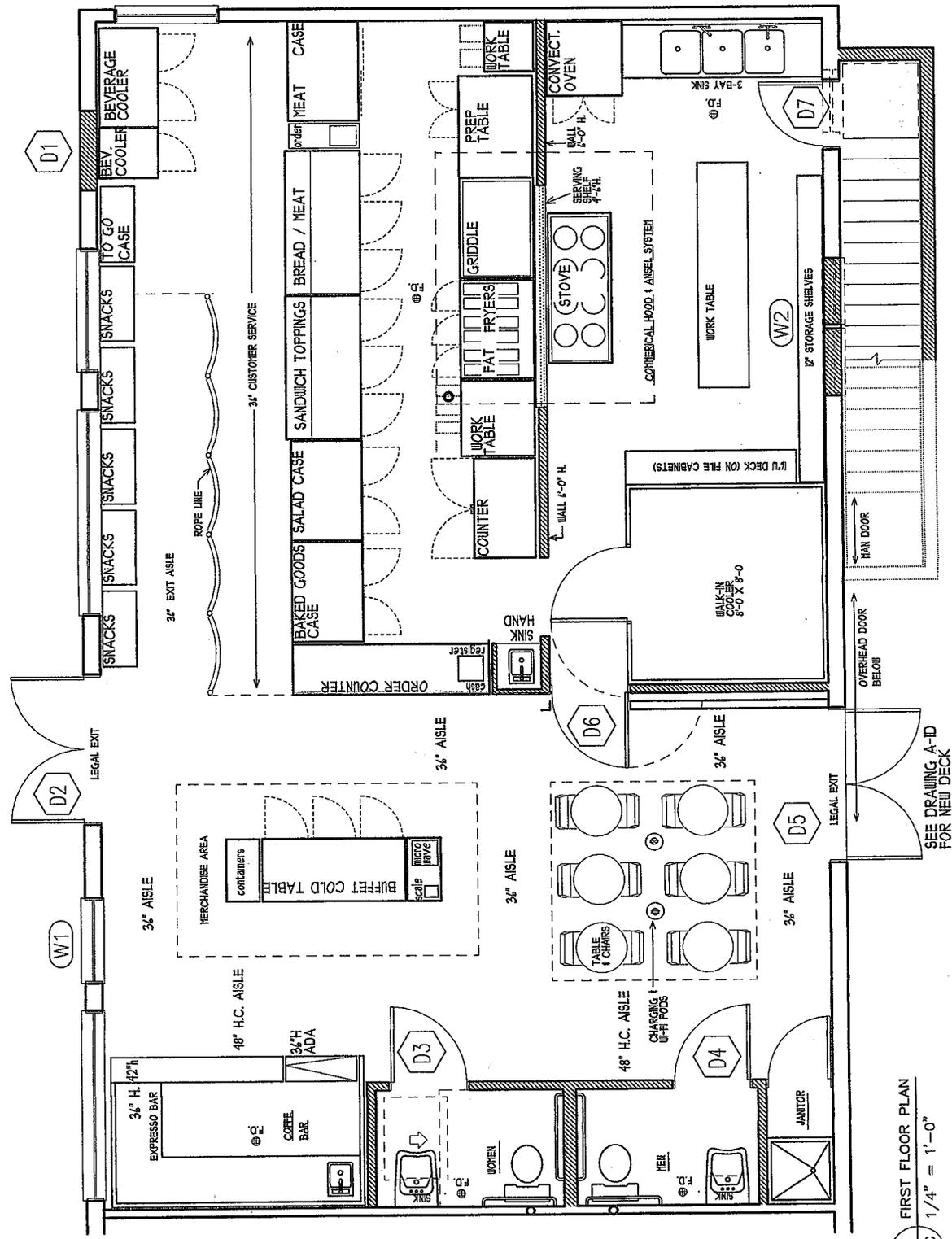


JOHN 218-04  
DATE 9-7-2018  
4-24-2018

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A-1C  
NOTES  
FIRST FLOOR  
PLAN



1 FIRST FLOOR PLAN  
A-1C 1/4" = 1'-0"

SEE DRAWING A-1D  
FOR NEW DECK

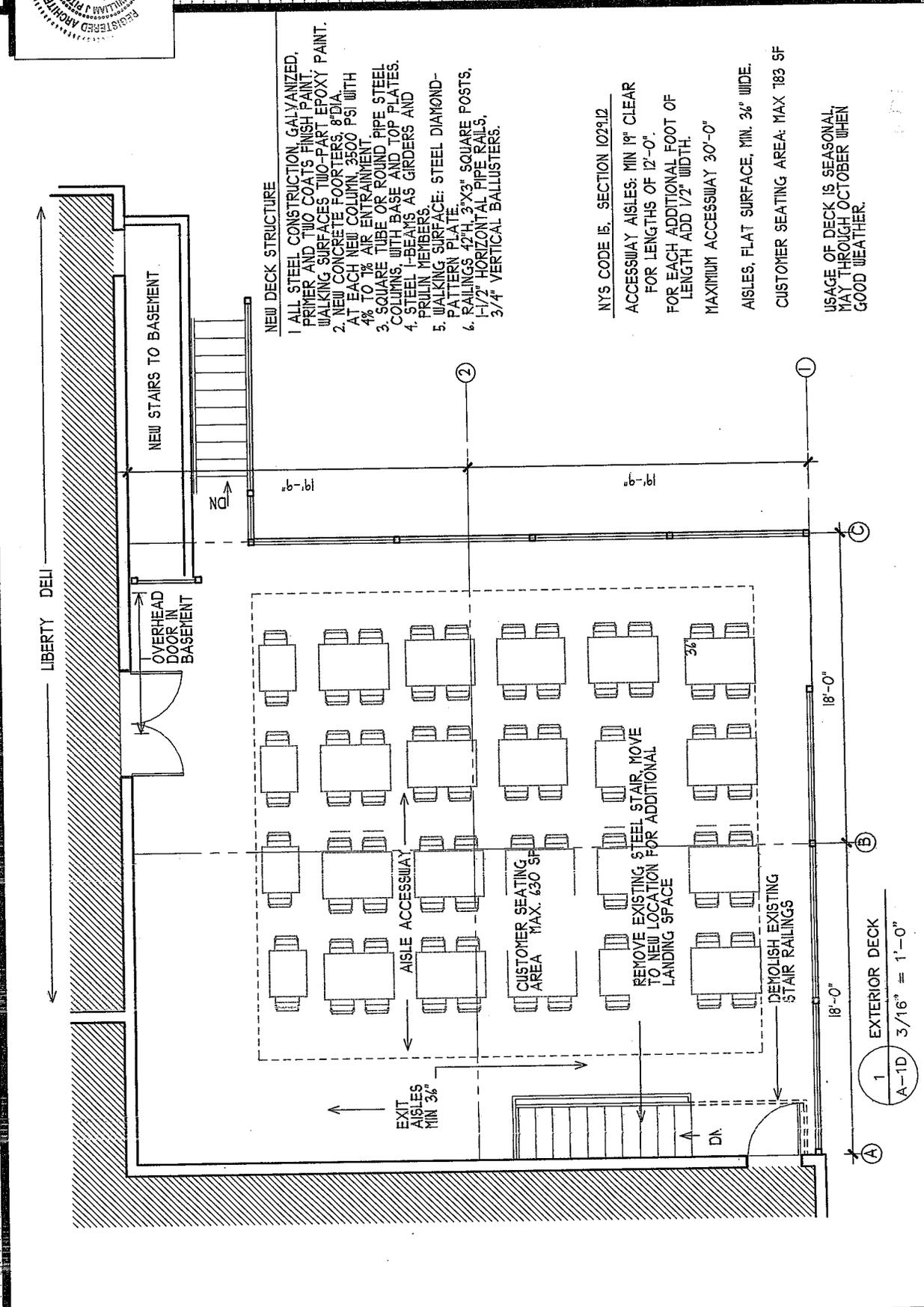


JOB# 218-04  
9-7-2018  
1-24-2018

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A-1D  
NOTES  
PLAN  
DECK



**NEW DECK STRUCTURE**

1. ALL STEEL CONSTRUCTION, GALVANIZED, PRIMER AND TWO COATS FINISH PAINT. WALKING SURFACES, TWO-PART EPOXY PAINT.
2. NEW CONCRETE FOOTERS, 8" DIA. AT EACH NEW COLUMN, 3500 PSI WITH 4% TO 1% AIR ENTRAINMENT.
3. SQUARE TUBE OR ROUND PIPE STEEL COLUMNS WITH BASE AND TOP PLATES.
4. STEEL I-BEAMS AS GIRDERS AND PRUJIN MEMBERS.
5. WALKING SURFACE: STEEL DIAMOND-PATTERN PLATE.
6. RAILINGS: 42"H. 3"x3" SQUARE POSTS, 1/2" HORIZONTAL PIPE RAILS, 3/4" VERTICAL BALLUSTERS.

NYS CODE IS, SECTION 1029.12

ACCESSWAY AISLES: MIN 19" CLEAR FOR LENGTHS OF 12'-0". FOR EACH ADDITIONAL FOOT OF LENGTH ADD 1/2" WIDTH. MAXIMUM ACCESSWAY 30'-0"

AISES, FLAT SURFACE, MIN. 36" WIDE.

CUSTOMER SEATING AREA: MAX 183 SF

USAGE OF DECK IS SEASONAL, MAY THROUGH OCTOBER WHEN GOOD WEATHER.

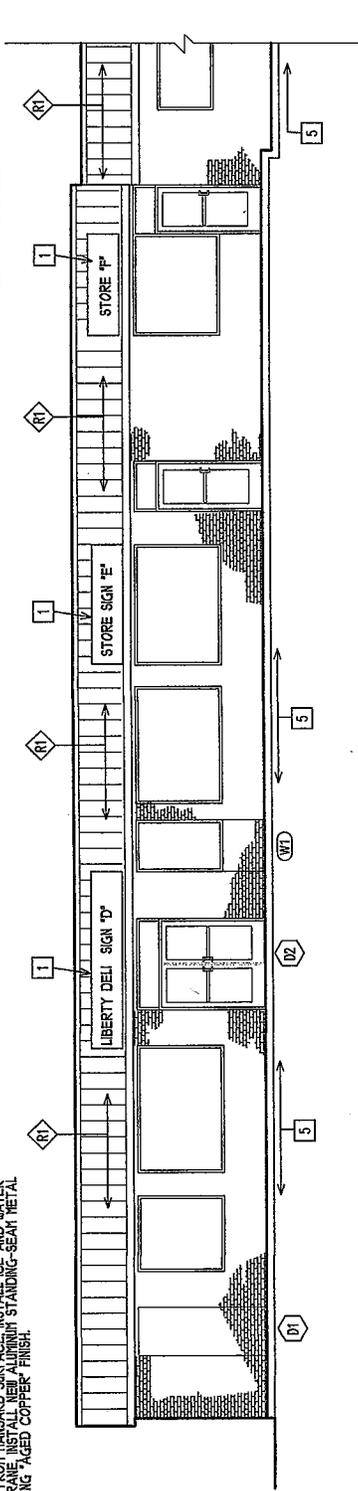
1 EXTERIOR DECK  
A-1D 3/16" = 1'-0"

- (D1) REMOVE DOOR, INFILL WITH WALL TYPE "I". CONSTRUCTION, INSTALL SALVAGED DECORATIVE BRICK-VENEERS FROM DOOR D2 DEMOLITION TO MATCH EXISTING PATTERN.
- (D2) NEW DOUBLE DOOR: DEMOLISH EXISTING SINGLE DOOR, INSTALL NEW HEADER 2'-3/4" DEMOLISH EXISTING WALL FOR ROUGH OPENING, INSTALL NEW DOOR AND CLEARANCE GLAZING.
- (W1) DEMOLISH EXISTING DOOR, INSTALL NEW WINDOW UNIT, SAME FRAME SIZE AS ADJACENT UNITS, INFILL WALL BELOW UNIT WITH WALL TYPE "II", MODIFY BRICK VENEER PATTERN AS NECESSARY.
- (R1) IN CONJUNCTION WITH MAIN RE-ROOFING WORK, REMOVE CLAY TILES FROM TRANSOM SURFACE, INSTALL ICE-AND-WATER MEMBRANE, INST. NEW 1/2" STANDING-SEAM METAL ROOFING, Aged Copper Finish.

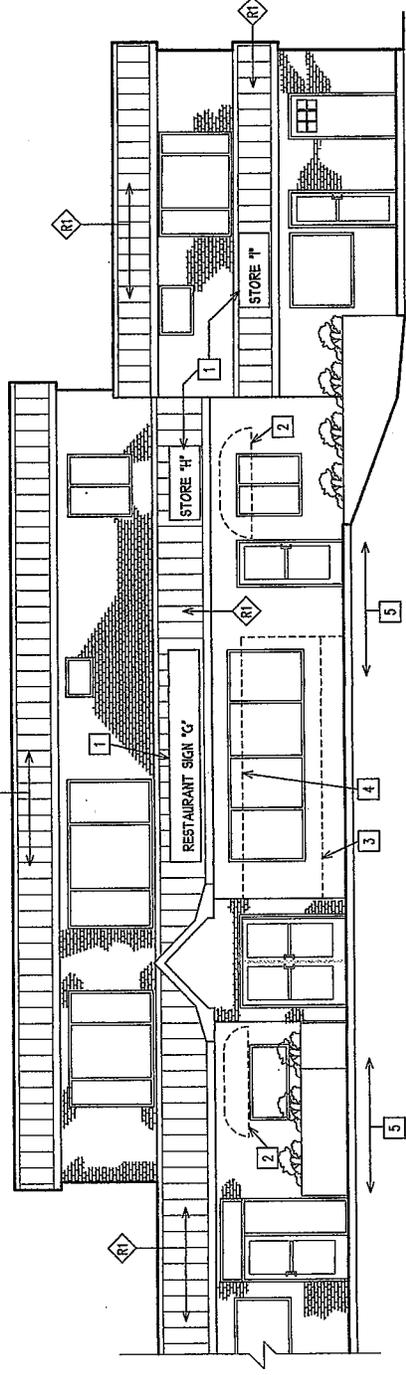
- 1 FRAME NEW GLUED DORMER BEHIND SIGN, REMOVE METAL FLASHING AND METAL ROOFING ON ROOF AND SIDES.
- 2 DEMOLISH EXISTING LUMING SIGNS, PATCH HOLES IN WALL SURFACE.
- 3 DEMOLISH EXISTING WOOD DECK AND RAILING.
- 4 DEMOLISH MASONRY WALL AROUND OUTDOOR PATIO, PATCH WALL SURFACES.

- 5 DEMOLISH EXISTING SIDEWALK, INSTALL NEW 4" CONCRETE WALL, MIN. 6'-0" WIDE, SEE SHEET L-2

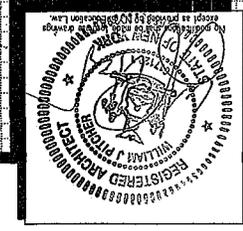
- 1 PROPOSED NEW SIGNS  
METAL BOX, INTERIOR LIGHTING, TRANSLUCENT PLASTIC FACIAL, WITH TEXT OF STORE NAME  
SIGN TOPS AND SIDES EXTEND HORIZONTALLY TO DORMER BEHIND THE NEW WALL SIGNS.  
TO 1'-4" X 2'-0"    TO 1'-4" X 2'-0"  
SEE SHEET L-1 FOR SIGNS 'A', 'B', 'C'  
ALL EXISTING SIGNS TO BE REMOVED WHEN NEW SIGNS ARE INSTALLED



1 FRONT ELEVATION - LEFT  
A-2A 1/8" = 1'-0"



2 FRONT ELEVATION - RIGHT  
A-2A 1/8" = 1'-0"



JOB# 218-04  
DATE 9-7-2018  
9-24-2018

1218 PITCHER architect inc.  
124 Pellet Avenue  
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A-2A  
NOTES  
ELEVATIONS

Project: SP-18-23

Date: 11/19/2018

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

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

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

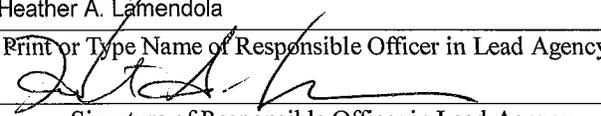
Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Syracuse Planning Commission  
Name of Lead Agency

11/19/2018  
Date

Heather A. Lamendola  
Print or Type Name of Responsible Officer in Lead Agency

Zoning Administrator  
Title of Responsible Officer

  
Signature of Responsible Officer in Lead Agency

\_\_\_\_\_  
Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



40

OFFICE OF ZONING ADMINISTRATION

Ben Walsh, Mayor

November 20, 2018

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

Re: SP-18-23 Special Permit for a Restaurant on property situated at 3408-3416 Burnet Avenue

Dear Mr. Copanas;

On November 19, 2018, the City Planning Commission adopted the above noted resolution. Copies of the resolution are attached.

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

The City Planning Commission granted three waivers from the City of Syracuse Zoning Rules and Regulations, as amended, with respect to the off-street parking, street line treatment, and arterial setback regulations as established in the City of Syracuse Zoning Rules and Regulations, as amended.

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

Sincerely,



Heather A. Lamendola  
Zoning Administrator

Ends: (6)

Owner: NSSM Peacock, LLC  
114 Longwood Drive  
East Syracuse, New York 13057

Applicant: Liberty Deli of Syracuse  
P.O. Box 743  
East Syracuse, New York 13057

13

Ordinance No.

2018

**ORDINANCE AMENDING ORDINANCE NO. 452-2018 AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 109 FOUNTAIN STREET FOR A TOTAL OF \$151.00**

BE IT ORDAINED, that Ordinance No. 452-2018 is hereby amended to read as follows:

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 109 Fountain Street, being Lots P 38 P 5, Block 404 B, Tract Wilkinson & Barnes, Section 018, Block -04, Lot -54.0 (018.-04-54.0), Property No. 0629000200, 29.50 x 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.

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



DEPARTMENT OF ASSESSMENT

Ben Walsh, Mayor

November 28, 2018

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

**RE: Request for technical correction of Ordinance No. 452 of 2018**

Dear City Clerk Copanas:

This Department requests that Ordinance No. 452 of 2018 authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 109 Fountain Street to Greater Syracuse Property Development Corporation for a total of \$151 be amended to correct the description to "Lots P 38 P 5, Block 404 B, Tract Wilkinson & Barnes." All other portions of Ordinance No. 452 of 2018 shall remain the same.

Very truly yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a horizontal line.

David M. Clifford  
Commissioner

cc: Christie Elliott  
Director of Administration

Meghan E. Ryan, Esq.  
Assistant Corporation Counsel

Ordinance No.

2018

**ORDINANCE AMENDING ORDINANCE NO. 261-2017 AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 145 MINERVA STREET FOR A TOTAL OF \$151.00**

BE IT ORDAINED, that Ordinance No. 261-2017 is hereby amended to read as follows:

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 145 Minerva Street, being Lot 10 P 9, Block B, Tract Turtelot, Section 071, Block -20, Lot -05.0 (071.-20-05.0), Property No. 1461100600, 65 x 120 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.

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



DEPARTMENT OF ASSESSMENT

Ben Walsh, Mayor

November 28, 2018

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

**RE: Request for technical correction of Ordinance No. 261 of 2017**

Dear City Clerk Copanas:

This Department requests that Ordinance No. 261 of 2017 authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 145 Minerva Street to Greater Syracuse Property Development Corporation for a total of \$151 be amended to correct a misspelling of the Tract name in the legal description from "Turtlelot" to "Turtelot". All other portions of Ordinance No. 261 of 2017 shall remain the same.

Very truly yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp.

David M. Clifford  
Commissioner

cc: Christie Elliott  
Director of Administration

Meghan E. Ryan, Esq.  
Assistant Corporation Counsel

43 35 32 23 30 38 29

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 513 ASH 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 513 Ash Street, being Lot 5 P 6, Block 122 A, Tract Wallace & Peters Sub, Section 009, Block -29, Lot -33.0 (009.-29-33.0), Property No. 0304003200, 49.50 x 99 Wood House Unfinished to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



4385 24 33 30 38 24  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

September 5, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 513 ASH STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

513 Ash Street  
Lot 5 P6 BL122A Tract Wallace & Peters Sub  
009.-29-33.0  
Property # 0304003200  
49.50x99 WHxUNFIN  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink that reads "Ann E. Gallagher".

Ann E. Gallagher  
First Deputy Commissioner

443839

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 308 COLVIN  
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 308 Colvin Street East, being Lot 1, Tract Dougall, Section 077, Block -06, Lot -02.0 (077.-06-02.0), Property No. 1918002900, 41 x 100 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



44-3838  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 308 COLVIN STREET EAST TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

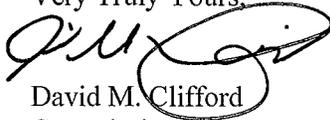
This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

308 Colvin Street East  
Lot 1 Tract Dougall  
077.-06-02.0  
Property # 1918002900  
41x100 WH FP57  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

  
David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190

E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

A

453940

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 701 DANFORTH STREET & CARBON 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 701 Danforth Street & Carbon Street, being Lot P 4, Block 72, Section 007, Block -10, Lot -16.0 (007.-10-16.0), Property No. 0121001800, 90 x 110 Brick & Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



4539 48  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 701 DANFORTH STREET & CARBON STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

701 Danforth Street & Carbon Street  
Lot P 4 BL72  
007.-10-16.0  
Property # 0121001800  
90x110 BR X WH FP 30  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp.

David M. Clifford  
Commissioner

4/6 40 41

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 121  
ELMWOOD 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 121 Elmwood Avenue, being Lot 9, Block 4, Tract Elmwood Park, Section 079, Block -19, Lot -14.0 (079.-19-14.0), Property No. 1326100900, 40 x 120 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.

David M. Clifford  
Commissioner



4640 41  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 121 ELMWOOD AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

121 Elmwood Avenue  
Lot 9 BL 4 Tract Elmwood Park  
079.-19-14.0  
Property # 1326100900  
40x120 WHxGAR  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp or seal.

David M. Clifford  
Commissioner

6

4744.42

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 825 EMERSON  
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 825 Emerson Avenue, being Lot 8 P 7, Block 15, Tract F Hubbell Sub, Section 112, Block -05, Lot -18.0 (112.-05-18.0), Property No. 0726005600, 40 x 75 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



47 41 40  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 825 EMERSON AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

825 Emerson Avenue  
Lot8P7 BL15 Tract F Hubbell Sub  
112.-05-18.0  
Property # 0726005600  
40x75 WH  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a faint, larger version of the signature.

David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190  
E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)  
Web Page: [www.syrgov.net](http://www.syrgov.net)

48 48 43

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 1715 FAYETTE  
STREET EAST & WESTCOTT 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 1715 Fayette Street East & Westcott Street, being Block 220, Section 031, Block -11, Lot -02.0 (031.-11-02.0), Property No. 1727104500, 33 x 120 x 30 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



48 4248  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1715 FAYETTE STREET EAST & WESTCOTT STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1715 Fayette Street East & Westcott Street

BL 220

031.-11-02.0

Property # 1727104500

33x120x30 WH

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a faint circular stamp.

David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190

E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

8

49 43 44

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 905 FIRST NORTH 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 905 First North Street, being Lot 14 & 18, Block 103, Tract Jas A Lawrence AMD, Section 007, Block -24, Lot -04.0 (007.-24-04.0), Property No. 0128003000, 66 x 87.50 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.

David M. Clifford  
Commissioner



*Ann E. Gallagher*  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 905 FIRST NORTH STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

905 First North Street  
Lot 14&18 BL103 Tract Jas A Lawrence AMD  
007.-24-04.0  
Property # 0128003000  
66x87.50 WHxGAR  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over the typed name.

David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190

E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

*9*

50 44 45

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 115 FOUNTAIN  
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 115 Fountain Street, being Lot P 37 & 36, Block 404 B, Section 018, Block -04, Lot -51.0 (018.-04-51.0), Property No. 0629000500, 29.70 x 120 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



*SO 4445*  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 115 FOUNTAIN STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

115 Fountain Street  
Lot P37&36 BL 404B  
018.-04-51.0  
Property # 0629000500  
29.70x120 WH

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

  
David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190

E-Mail: [assessment@syr.gov](mailto:assessment@syr.gov)

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

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51 45 46

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 122 FOXBORO ROAD FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 122 Foxboro Road, being Lot 124, Tract Salt Springs Heights, Section 034, Block -12, Lot -08.0 (034.-12-08.0), Property No. 1729000700, 60 x 150 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



51 45 46  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 122 FOXBORO ROAD TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

122 Foxboro Road  
Lot124 Tract Salt Springs Heights  
034.-12-08.0  
Property # 1729000700  
60x150 WHxGAR

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a horizontal line.

David M. Clifford  
Commissioner

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E-Mail: [assessment@syr.gov](mailto:assessment@syr.gov)

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

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52 46 47

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 215 GLEN  
AVENUE 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 215 Glen Avenue East, being Lots 38, 39, Tract Wight AMD, Section 071, Block -03, Lot -13.0 (071.-03-13.0), Property No. 1432001201, 66 x 132 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



52 46 47  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 215 GLEN AVENUE EAST 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:

215 Glen Avenue East  
Lots 38,39 Tract Wight AMD  
071.-03-13.0  
Property # 1432001201  
66x132 WH  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp or seal.

David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190  
E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)  
Web Page: [www.syrgov.net](http://www.syrgov.net)

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53-4748

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 316 GREENWAY 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 316 Greenway Avenue, being Lot N 1/2 of 3, Block 629, Tract Riegel, Section 028, Block -11, Lot -34.0 (028.-11-34.0), Property No. 0635303000, 33 x 153 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



53 47 48  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 316 GREENWAY AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

316 Greenway Avenue  
Lot N 1X2 3 BL 629 Tract Riegel  
028.-11-34.0  
Property # 0635303000  
33x153 WH FP88  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a horizontal line.

David M. Clifford  
Commissioner

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

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5448 30

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 212 HIER  
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 212 Hier Avenue, being Lot 13, Block 524, Tract Grumbach & Hier Sub, Section 015, Block -03, Lot -29.0 (015.-03-29.0), Property No. 0439004400, 34 x 100 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



54 48 50  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 212 HIER AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

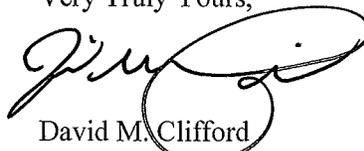
This Department requests an ordinance to authorize sale of all the right, title and interest of the City of Syracuse in and to the premises known as:

212 Hier Avenue  
Lot 13 BL 524 Tract Grumbach & Hier Sub  
015.-03-29.0  
Property # 0439004400  
34x100 WH FP 20  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,



David M. Clifford  
Commissioner

15

55 80 81

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 229 NEWELL  
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 229 Newell Street West, being Tract T M Wood FL Sub 5, Section 076, Block -18, Lot -03.0 (076.-18-03.0), Property No. 1464104800, 37.41 x 135.15 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



55 50 82  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 229 NEWELL STREET WEST TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

229 Newell Street West  
Tract T M Wood FL Sub 5  
076.-18-03.0  
Property # 1464104800  
37.41x135.15 WH FP4  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a faint circular stamp.

David M. Clifford  
Commissioner

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E-Mail: [assessment@syr.gov](mailto:assessment@syr.gov)

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

17

56 81 53

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 309 ONTARIO 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 309 Ontario Street, being Lot P 7, Block 291, Section 100, Block -15, Lot -27.0 (100.-15-27.0), Property No. 0867001200, 40 x 66 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



*SB ST SS*  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 309 ONTARIO STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

309 Ontario Street  
Lot P7 B1291  
100.-15-27.0  
Property # 0867001200  
40x66 WH  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

David M. Clifford  
Commissioner

18

5752 34

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 106 OSTRANDER AVENUE 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 106 Ostrander Avenue East, being Lot 6, Block 1, Tract Calthrop, Section 076, Block -13, Lot -04.0 (076.-13-04.0), Property No. 1467101300, 45 x 121.29 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.

David M. Clifford  
Commissioner



57 ~~SA~~ SA  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 106 OSTRANDER AVENUE EAST 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:

106 Ostrander Avenue East  
Lot6 BL1 Tract Calthrop  
076.-13-04.0  
Property # 1467101300  
45x121.29 WHxGAR  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

David M. Clifford  
Commissioner

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E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

19

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Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 526 RICH  
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 526 Rich Street, being Lot P 58, Block 1026 B, Tract Union AMD, Section 086, Block -19, Lot -06.0 (086.-19-06.0), Property No. 1276008900, 37 x 100 Angular Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



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Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 526 RICH STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

526 Rich Street  
Lot P58 BL1026B Tract Union AMD  
086.-19-06.0  
Property # 1276008900  
37x100 ANG WH  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

David M. Clifford  
Commissioner

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E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

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Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 242 SHONNARD 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 242 Shonnard Street, being Lot P 27, Block 306, Section 097, Block -03, Lot -36.0 (097.-03-36.0), Property No. 1082005700, 36 x 132 Wood House & Shop 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.

David M. Clifford  
Commissioner



5954 96  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 242 SHONNARD STREET TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

242 Shonnard Street  
Lot P27 BL306  
097.-03-36.0  
Property # 1082005700  
36x132 WHxSHOP

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

David M. Clifford  
Commissioner

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

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60 85 57

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 735 SOUTH  
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 735 South Avenue, being Lot 23, Block 5, Tract Solvay AMD, Section 086, Block -06, Lot -23.0 (086.-06-23.0), Property No. 1285007300, 33 x 130 Wood House to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



60 55 81  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 31, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 735 SOUTH AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

735 South Avenue  
Lot 23 BL5 Tract Solvay AMD  
086.-06-23.0  
Property # 1285007300  
33x130 WH

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "D. Clifford", is written over the typed name.

David M. Clifford  
Commissioner

130 CITY HALL • SYRACUSE, NEW YORK 13202 • (315) 448-8280 • FAX: (315) 448-8190

E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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

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Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 1549 SOUTH 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 1549 South Avenue, being Lot 13, Block 7, Tract Bissell & Hunt AMD, Section 078, Block -01, Lot -26.0 (078.-01-26.0), Property No. 1385001800, 33 x 132 Wood House & Shop 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.

David M. Clifford  
Commissioner



61 96 39 \* 29 37 23 65  
Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

August 22, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1549 SOUTH AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1549 South Avenue  
Lot 13 BL7 Tract Bissell&Hunt AMD  
078.-01-26.0  
Property # 1385001800  
33x132 WH & SHOP

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

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

David M. Clifford  
Commissioner

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② 89-35-39

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL  
THE RIGHT, TITLE AND INTEREST OF THE  
CITY OF SYRACUSE IN AND TO 1612-1614  
SOUTH 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 1612-1614 South Avenue, being Lot 3, Block 1, Tract Eastman, Section 079, Block -14, Lot -06.0 (079.-14-06.0), Property No. 1385003700, 40 x 132 Cement 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.

David M. Clifford  
Commissioner



2-578539

Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

October 17, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1612-14 SOUTH AVENUE TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1612-14 South Avenue  
Lot 3 BL 1 Tract Eastman  
079.-14-06.0  
Property # 1385003700  
40x132 CEM HxGAR FP103  
Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp.

David M. Clifford  
Commissioner

Ordinance No.

2018

**ORDINANCE AUTHORIZING SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO 1008 GLENCOVE ROAD FOR A TOTAL OF \$151.00**

WHEREAS, the Commissioner of Assessment hereby requests an ordinance authorizing the sale of all the right, title and interest of the City of Syracuse in and to the premises known as 1008 Glencove Road, being Lot 544, Tract Arlington, Section 027, Block -10, Lot -03.0 (027.-10-03.0), Property No. 0532001700, 40 x 150 Wood House & Garage to Greater Syracuse Property Development Corporation for a total of \$151.00; NOW, THEREFORE,

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

David M. Clifford  
Commissioner



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Ann E. Gallagher  
First Deputy Commissioner

**DEPARTMENT OF ASSESSMENT**

**Ben Walsh, Mayor**

November 28, 2018

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

Attn: Members of the Common Council

Dear City Clerk Copanas:

REQUEST FOR ORDINANCE TO AUTHORIZE SALE OF ALL THE RIGHT, TITLE AND INTEREST OF THE CITY OF SYRACUSE IN AND TO THE PREMISES KNOWN AS: 1008 GLENCOVE ROAD TO GREATER SYRACUSE PROPERTY DEVELOPMENT CORPORATION FOR A TOTAL OF \$151

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

1008 Glencove Road  
Lot 544 Tract Arlington  
027.-10-03.0  
Property # 0532001700  
40x150 WHxGAR FP 118

Purchaser: Greater Syracuse Property Development Corporation for a total of \$151

The Commissioner of Finance shall apply \$1.00 of the purchase price by the proposed purchaser towards the payment of the delinquent taxes, excluding fees and penalties. Said Commissioner shall determine the amount, issue his warrant, cancel and discharges. The allowance for uncollected taxes shall be charged to 269404 01. A fee of \$150 for title work will be collected and deposited into account 426620 01.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David M. Clifford", is written over a circular stamp or seal.

David M. Clifford  
Commissioner

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E-Mail: [assessment@syrgov.net](mailto:assessment@syrgov.net)

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**RESOLUTION TO HONOR AND RECOGNIZE BRANDON PEARSON AND THE ENTIRE NOTTINGHAM JUNIOR VARSITY FOOTBALL TEAM**

**WHEREAS**, Brandon Pearson a 16-year-old Nottingham High School student with Down syndrome, who did not let this life challenge define him or stop him from playing for the Bulldogs 2018 Junior Varsity football team; and

**WHEREAS**, Nottingham coaches in the fall of 2018 encouraged Brandon to join team workouts which over time led Brandon to become a full fledged Junior Varsity football team member; and

**WHEREAS**, Brandon not only received encouragement and acceptance from the coaches but also from the rest of the team who fully embraced him as their new teammate and made him feel welcomed and comfortable; and

**WHEREAS**, with the unwavering guidance and support of his teammates and coaches, along with his hard work, passion, dedication, and perseverance Brandon was able to learn everything he needed to know in order to suit-up and see real playing time as a Bulldog; and

**WHEREAS**, Brandon has found a true sense of self within the JV football team from their love and acceptance and will now move forward with courage, confidence and his bright smile into the future alongside his fantastic teammates.

**NOW THEREFORE,**

**BE IT RESOLVED**, that the Syracuse Common Council, as duly elected representatives of the proud citizens of the City of Syracuse, hereby recognize the achievements of Brandon Pearson and applaud the Nottingham Junior Varsity Football program for embracing the values of acceptance and inclusion, representing the Syracuse City School District with pride and the utmost integrity.

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



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

**CITY OF SYRACUSE COMMON COUNCIL**

**JOSEPH T. DRISCOLL**  
**Councilor - 5th District**

December 3, 2018

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

Dear Mr. Copanas:

Please prepare a Resolution for the regular agenda of the next Common Council meeting to memorialize Brandon Pearson as well as the entire JV Football team at Nottingham High School for all of their efforts at being outstanding inclusive citizens of our City and School District as well as their great sportsmanship that they have openly shared with their peers.

The world we live in today, we see bullying in schools and our youth being intolerant to each other's differences almost every day. Brandon has found a group of peers and a community that has embraced his differences and allowed him to grow and learn simply as Brandon. Brandon participated with the Nottingham JV Football team this past year and not just in a capacity we generally see special needs individuals. He suited up and played the game with his peers. The coaches at Nottingham encouraged Brandon to join the team for workouts and eventually to join the team. However it was the team of boys that got Brandon onto the field. Every player would take part in showing Brandon where to stand and how be in position. Brandon learned with the rest of the team, but when it came to that extra step of showing Brandon, his teammates were there every step of the way. Thank you to the JV team for not just making the difference for your friend, but also for setting an example for the rest of the community as to how we should be treating each other. We should all be investing in our community and in one another to make a difference, just like you all have. If you have any questions or require additional information please contact me.

Sincerely,

Hon. Joseph T. Driscoll  
5<sup>th</sup> District Councilor

Ordinance No.

2018

**ORDINANCE AUTHORIZING AN AGREEMENT WITH INVOICE CLOUD, INC. FOR SERVICES RELATIVE TO THE ACCEPTANCE OF PAYMENT BY CREDIT CARD ON BEHALF OF THE DEPARTMENT OF FINANCE**

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 Invoice Cloud, Inc. for services relative to the acceptance of payment by credit card on behalf of the Department of Finance; and

BE IT FURTHER ORDAINED, that said agreement shall be for a three (3) year period covering calendar years 2019, 2020, and 2021; and

BE IT FURTHER ORDAINED, that all costs associated with said agreement shall be charged to Fiscal Services Account #593260.01.90000 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.

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



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

**CITY OF SYRACUSE COMMON COUNCIL**

**TIMOTHY RUDD**  
Councilor-at-Large

December 13, 2018

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

Dear Mr. Copanas:

Please prepare legislation for the Waiver Agenda of the regularly scheduled December 17, 2018 Common Council Meeting authorizing an agreement with Invoice Cloud Inc. to provide card payment acceptance services for the City of Syracuse.

A three (3) year contract covering calendar years 2019, 2020, and 2021 is recommended.

All costs associated with this agreement will be charged to the Fiscal Services account 593260.01.90000.

Thank you for your assistance in this regard.

Sincerely,

Timothy Rudd  
Councilor-at-Large

David J. DelVecchio, CPA  
Commissioner



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Martha A. Maywalt  
First Deputy Commissioner  
Deborah L. Somers  
Deputy Commissioner

**D E P A R T M E N T   O F   F I N A N C E**

**Ben Walsh, Mayor**

December 12, 2018

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

**RE: Request for Legislation – Card Payment Acceptance Services**

Dear Mr. Copanas:

Please prepare legislation to be placed as a waiver item on the agenda for the Common Council meeting of December 17, 2018 authorizing an agreement with Invoice Cloud Inc. to provide card payment acceptance services for the City of Syracuse.

The Card Payment Acceptance Services RFP Committee met to review the proposals for selection of a card payment processor. Seventeen proposals were received and four bidders were interviewed. The Committee recommended the firm of Invoice Cloud, Inc. because of their more convenient payment methods and their ability to integrate with many billing systems.

A three (3) year contract covering calendar years 2019, 2020, and 2021 is recommended.

The fees and costs associated with this service are attached. All costs associated with this agreement will be charged to the Fiscal Services account 593260.01.90000.

Sincerely,

David DelVecchio, CPA  
Commissioner of Finance

Mary E. Vossler  
Director



**OFFICE OF MANAGEMENT AND BUDGET**

Benjamin Walsh, Mayor

**TO: Honorable Mayor Ben Walsh**  
**FROM: Mary E. Vossler, Director of Management & Budget**  
**DATE: December 13, 2018**  
**SUBJECT: Agreement with Invoice Cloud, Inc. for Card Payment Acceptance Services**

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On behalf of the Department of Finance, I am requesting an agreement with Invoice Cloud, Inc. for Card Payment Acceptance Services.

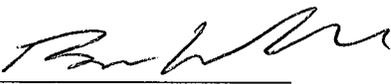
The RFP committee met to review the proposals for selection of a card payment processor. Seventeen (17) proposals were received and four (4) bidders were interviewed. The Committee recommended the firm of Invoice Cloud, Inc. because of their more convenient payment methods and their ability to integrate with many billing systems.

A three (3) year contract covering calendar years 2019, 2020 and 2021 is recommended.

The fees and costs associated with this service are attached. All costs associated with this agreement will be charged to the Fiscal Services account 593260.01.90000.

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

12/13/18  
Date

## **Minimum processing fees**

Invoice Cloud does not charge a minimum processing fee. We give the City a toll-free number, email, and website to provide to bill processors (Mortgage Companies, Escrow Companies, Lawyers, etc.) that contact the City. This will redirect those bill processors to IC for us to provide them the needed information. Significantly reduces calls to the office.

## **Membership fees**

Invoice Cloud does not charge membership fees.

## **Billback surcharges (percentage)**

Invoice Cloud charges a flat \$2.50 fee (normally \$10) per ACH reject (i.e., a bounced check). However, the City can choose to add on their own bounced check fee as well.

## **Transaction and/or authorization fees for:**

Invoice Cloud does not charge additional transaction or authorization fees beyond those listed per payment type in **Table 8** below.

### **MasterCard**

All fees listed in **Table 8** below.

### **Visa**

All fees listed in **Table 8** below.

### **Diners Club/Carte Blanche**

Invoice Cloud does not process payments from Diners Club/Carte Blanche at this time.

### **American Express**

All fees listed in **Table 8** below.

### **Discover**

All fees listed in **Table 8** below.

### **TeleCheck**

All fees listed in **Table 8** below.

### **Telecheck Voice**

All fees listed in **Table 8** below.

### **MC/VI Voice Authorization**

Invoice Cloud charges the customer \$0.75 per credit card or eCheck transaction over our IVR system. We reduce this to \$0.50 per transaction if the City chooses to instead absorb this fee.

**Any other costs, charges, fees in dollars or percentage required to meet the requirements of a successful card payment acceptance program. Please be specific as to what the fee is called, what service the fee is paying for, the amount and frequency.**

Invoice Cloud lists all costs, charges, and fees in dollars or percentage below (**Table 8**). If the City selects Invoice Cloud on technical merit, we are willing to revisit pricing to make the numbers work for the City.

**Table 8. Invoice Cloud's Complete Fees and Pricing for the City of Syracuse, NY.**  
If the City selects Invoice Cloud on technical merit, we are willing to revisit pricing to make these numbers work for the City.

Description	Fee
<b>Administrative Fees</b>	
<b>Integration, Deployment and Training</b>	
Integration, deployment, and training.	\$12,000 Waived
<b>Account Access</b>	
<b>Monthly Access Fee</b> for Branded Customer and Biller Portals -- <i>Note: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the Biller and its customers.</i>	\$400.00 Waived
<b>HelpDesk Support</b>	
Access to IC HelpDesk and Client Services team.	No Charge
<b>Marketing Support</b>	
Access to IC Marketing Team to help Bridgeport achieve the industry's highest payment and paperless adoption.	No Charge
<b>Biller Processor</b>	
IC will give Bridgeport a toll-free number, email and website to provide to bill processors (Mortgage Companies, Escrow Companies, Lawyers, etc.) that contact Bridgeport. This will redirect those bill processors to IC for us to provide them the needed information. Significantly reduces calls to the office.	No Charge
<b>Electronic Payment Fees – Convenience Fee Paid By Payer</b>	
Credit/Debit Cards: VISA, MasterCard, Discover, American Express – fee per transaction paid by payer.	2.75% w/\$1.25 min* <del>Reduced from 2.95%</del>
Credit/Debit Cards: VISA, MasterCard, Discover, American Express – fee per utility (ie. Water) transaction paid by payer.	\$3.95 w/\$500 cap** <del>Cap. Increased by \$200</del>
E-Check/ACH – fee per transaction paid by payer or biller.	\$1.25 <del>\$0.95 if City absorbs</del>
<b>Other Merchant Services Fees – Paid by City</b>	
Credit Card Chargeback Fee, paid by the City – i.e. if someone uses a stolen card to pay a bill, rarely happens, since that transactions is easily traceable back to the person that stole the card	\$5.00 <del>Reduced from \$15.00</del>
ACH Reject Fee, paid by Bridgeport – i.e. bounced check, NY municipalities can charge their own \$20 bounced check fee.	\$2.50 <del>Reduced from \$10.00</del>
<b>Optional Add-Ons – Can Be Added Anytime</b>	
<b>IVR (Payments over the phone) *OPTIONAL*</b>	
Fee per transaction + cc or ach fee paid by Payer – provides the City with its own toll free number for payers to call in to, to receive balance/due date history, as well as, the ability to make a payment.	\$0.75 <del>\$0.50 if absorbed by City</del>
<b>Paperless *OPTIONAL*</b>	
Fee, paid by City – each time an invoice <b>does not</b> get mailed out – 100% savings to the City	\$0.00 <del>Reduced from \$0.35</del>
<b>Encrypted Card Readers *OPTIONAL*</b>	
Fee, paid by City – these terminals encrypt information at the point of entry so no sensitive information is ever passed through Bridgeport's network. This fee covers support, maintenance, replacements and future upgrades at no cost. NOTE: <i>The terminal is not needed to take payments at the counter. Please see "Proposed Equipment" to review devices.</i>	<ul style="list-style-type: none"> <li>▪ SRedKey - \$5.00 per month</li> <li>▪ IPP350 - \$10.00 per month</li> <li>▪ ISCTouch250 - \$15.00 per month</li> <li>▪ VX520 - \$15.00 per month</li> </ul> <del>Each device discounted \$10.00</del>

Description	Fee
<b>Online Bank Direct *OPTIONAL*</b> Paid by City – turns the paper checks, which are mailed to the municipality from the payer’s bank, in to an electronic file that gets uploaded in to the IC biller portal for automatic deposits. Significantly reduces lost checks, time to receive.	\$0.15 per check <del>Reduced from \$50 per month</del> <del>\$0.25 per check</del>
<b>Pay Near Me *OPTIONAL*</b> Paid by Payer - Allow payers to pay, with cash, at any 711, CVS or Family Dollar.	\$1.99 <del>\$1.75 if absorbed by City</del>

\*The city can choose to absorb these fees, by covering all card/bank fees, also considered true cost (the exact costs a processor would incur), plus an additional \$0.50 per transaction. If a municipality chooses to absorb it's typically the ACH fee, not the card fee as the fees can vary depending on the card being used, normally 1.50% - 3.75%.

\*\*Visa does not allow a variable service fee to be charged on utility transactions. This means a percentage or a fee that changes based on the size of the transaction, cannot be charged. When charging a service fee on utility transactions, the service fee must be a flat fee that does not change. Since it does not change, a cap is needed. Reason being is the flat fee only covers so much of the transaction, a fee of 2% to Invoice Cloud on \$100 is \$2, on a \$1000 transaction it's \$20, which is far more than the cap. If the bill is more than the cap, payers can easily just run another transaction to cover anything higher than the cap or use an ACH which has no cap. If the City would prefer a higher cap or lower service fee, Invoice Cloud is happy to discuss.

Ordinance No.

2018

**ORDINANCE AUTHORIZING A WAIVER OF  
THE COMPETITIVE BIDDING PROCESS TO  
ALLOW THE CITY TO ENTER INTO AN  
AGREEMENT WITH B AND T LANDSCAPING  
AND LAWN CARE RELATIVE TO PROVIDING  
SNOW CLEARING SERVICES DURING THE  
FISCAL YEAR 2018/2019**

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 B and T Landscaping and Lawn Care relative to providing snow clearing services during the winter months of fiscal year 2018/2019; and

BE IT FURTHER ORDAINED, that said agreement shall have a not to exceed cost of \$170,000.00 for all services which shall be charged to DPW Snow & Ice Account #540551.01.51420 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.

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

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



**CITY OF SYRACUSE COMMON COUNCIL**

**MICHAEL GREENE**  
Councilor-at-Large

December 14, 2018

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

Dear Mr. Copanas,

Please prepare legislation for the December 17, 2018 Common Council Meeting Waiver Agenda authorizing a Waiver of Competitive Bid and agreement with B and T Landscaping and Lawn Care to provide snow cleaning services during fiscal year 2018/2019, at a cost not to exceed \$170,000, charged to the DPW Snow & Ice Account #540551.01.54120.

This program will cover 20 miles of City streets, clearing sidewalks of snow after accumulation totals of 3" of greater. The contractor will work closely with DPW staff to ensure snow clearing is done in effective manner and in accordance with existing plowing and maintenance practices.

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

Sincerely,

*Michael Greene*  
Michael Greene  
Councilor-at-Large *bd*

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

December 14, 2018

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

**Re: Request for Legislation –Waiver of Competitive Bid and Agreement with B & T Landscaping and Lawn Care**

Dear Mr. Copanas:

On behalf of the Department of Public Works, please prepare the necessary legislation to be introduced at the next Common Council meeting authorizing a waiver of the competitive bid process and to enter into an agreement for a Pilot Program for Supplemental Sidewalk Snow Removal Services with B and T Landscaping and Lawn Care.

The pilot program will cover 20 miles of City streets, clearing sidewalks of snow after accumulation totals of 3” or greater. The routes to be cleared were developed with the input of City departments including DPW, Planning, and the iTeam, as well as staff from the Syracuse Metropolitan Transportation Council. The selected contractor will work closely with DPW staff to ensure snow clearing is done in an effective manner and in collaboration with existing plowing and maintenance practices.

Costs not to exceed \$170,000 will be charged to Dept. of Public Works Snow and Ice -budget account number 540551.01.51420

Sincerely,

Mary E. Vossler  
Director of Management and Budget

cc: Jeremy Robinson, Commissioner of Public Works

Mary E. Vossler  
Director



OFFICE OF MANAGEMENT AND BUDGET

Ben Walsh, Mayor

**TO:** Mayor Ben Walsh  
**FROM:** Mary E. Vossler, Director of Management and Budget *MW*  
**DATE:** December 14, 2018  
**SUBJECT:** Waiver of Competitive Bid – Agreement with B and T Landscaping and Lawn Care

On behalf of the Department of Public Works, I am requesting a waiver of competitive bid and to enter into an agreement for a Pilot Program for Supplemental Sidewalk Snow Removal Services with B and T Landscaping and Lawn Care.

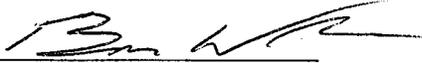
The City issued a RFQ in September of 2018 for Sidewalk Snow Removal Services which received no qualifying bids. There were a small number of interested contractors who remained open to working with the City, ultimately leading to the selection of B and T Landscaping and Lawn Care as the preferred contractor for winter '18-'19.

The pilot program will cover 20 miles of City streets, clearing sidewalks of snow after accumulation totals of 3" or greater. The routes to be cleared were developed with the input of City departments including DPW, Planning, and the iTeam, as well as staff from the Syracuse Metropolitan Transportation Council. The selected contractor will work closely with DPW staff to ensure snow clearing is done in an effective manner and in collaboration with existing plowing and maintenance practices.

Costs not to exceed \$170,000 will be charged to Dept. Of Public Works Snow and Ice -budget account number 540551.01.51420

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

Thank you for your attention regarding this matter.

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

12/14/18  
Date