

With
Mayor's mtg
+
AARP

VILLAGE OF NORTH SYRACUSE

Abstract of Unaudited Vouchers

GENERAL FUND

Total Claims: \$316,481.67

09/22/2022

Number 009

Voucher #	Claimant	Account #	Amount	Check	Date
485	AJ BOOK & EDUCATIONAL SERVICES CHENEY/LINSTRUTH SEMINAR REG. 9/15-16 - CORTLAND	A3120.469	250.00	40455	09/09/2022
486	ADT SECURITY CORPORATION INV. 146886775.ACCT. 949335442/FIRE ALARM MONITORING/VILL. HALL 9/21-10/20/22	A1620.444	25.43		
487	HERALD PUBLISHING CO., LLC INV. 0002914289/LEGAL NOTICE/V.H. RENOVATIONS BID DATE NOW 8/23	A1410.463	63.59		
488	ALLEGIANCE TRUCKS LLC INV. X811001083:01/DPW22270/CORE RETURN	A5110.476	-596.40		
488	ALLEGIANCE TRUCKS LLC DPW22270/CORE CHARGE	A5110.476	596.40		
488	ALLEGIANCE TRUCKS LLC INV. X811001083:01/DPW22270/UNIT 15/FN CLCH - REMAN 2 SPEED FAN DRI	A5110.476	1,301.31		
489	ALL SEASON TEXTILE SRV INC PARKS217/BI-WEEKLY FLOOR MATS/VILL HALL	A1620.447	92.15		
489	ALL SEASON TEXTILE SRV INC INV. 978088/PARKS217/BI-WEEKLY FLOOR MATS/COMM CTR	A7181.445	22.65		
490	AMAZON CAPITAL SERVICES INV. 1MYX-WF9G-9P3J/FD110/MULTI-PACK LAZER RECIP SAW BLADES	A3410.466	197.12		
490	AMAZON CAPITAL SERVICES INV. 1JLD-LYFD-96D3J/FD110/LASER SAW BLADES	A3410.466	138.41		
491	BARRETT PAVING MATERIALS, INC. INV. 2857873/DPW22271/PATCHING MATERIAL	A5110.411	584.46		
492	CHA CONSULTING, INC. INV. 22016128PROF. ENG. SVCS 7/30-8/26/MANNION GRANT KENNEDY PK	A1440.42	2,280.00		
493	CHUCK HAFNER'S FARM MKT INC. INC. 4-T248418/DPW22236/50 LBS GRASSEED FOR STORM DRAIN WORK	A8140.4	210.00		
494	COMMUNITY MEDIA GROUP LLC INV. 320915/LEGAL NOTICE/PUBLIC HEAR/PENALTIES -OFFENSES 9/8	A1410.463	27.64		
494	COMMUNITY MEDIA GROUP LLC INV. 320916/LEGAL NOTICE/PUBLIC HEAR/CHAPTER 199 - 9/8	A1410.463	28.04		

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495	CROSSROADS HIGHWAY SUPPLY INC INV. 22991/DPW22269/80 FT - 12" DUAL WALL PIPE-BROOKE,MELROSE	A8140.4	736.00		
496	EASTERN SHORE ASSOCIATES INC INV. 664470/CYBER SECURITY COVERAGE/BEAZLEY INS 6/1/22-5/31/23	A1910.437	4,939.00		
497	ECHELON SUPPLY & SERVICE INC INV. A0325696/DPW22272/HOSES FOR BRUSH TRUCK - UNIT 21	A5110.476	77.10		
498	ELEVATTITT LLC INV. 12113/ELEVATOR MAINT. SERVICE 9/1-11/30/22 - QUARTERLY	A7181.447	429.98		
499	EMPIRE SAFETY & CONSULTING INC INV. 4959/DPW22278/ANNUAL SAFETY TRAINING/6 DPW EMPLOYEES	A5110.466	800.00		
500	GERMAIN & GERMAIN, LLP PROF. SVCS/AUG. 2022/COURT CASES	A1420.453	190.00		
501	GLADD SECURITY INC INV. 554933/PARKS212/DOOR KNOBS/KEYS - COMM. CTR	A7181.447	488.70		
502	HANCOCK ESTABROOK LLP INV. 121710-00003/LEGAL GRIEVANCE/CSEA IMPROPER PRACTICE CHARGE 2022	A1420.458	3,934.65		
503	HANSON AGGREGATES NEW YORK INV. 4184374/DPW22276/CRUSHER RUN - SUPPLIES FOR STORM DRAINS	A8140.4	343.16		
504	HARBOR FREIGHT TOOLS INV. 992591/SUPPLIES FOR SANDING/REPAIRING GAZEBO - LONERGAN	A7110.27	35.91		
505	HENRY SCHEIN INC. INV. 24658115/FD107/EPI 1:10,000 MEDICATION	A3410.414	208.34		
505	HENRY SCHEIN INC. INV. 25065246/FD114/D-10 IV SOLUTIONS	A3410.414	10.18		
506	HUMMEL'S OFFICE EQUIP. CO INC INV. 1873677-1/FD106/BLACK SHARPIE PENS	A3410.411	22.56		
506	HUMMEL'S OFFICE EQUIP. CO INC INV. 1896591/BLACK TONER	A3410.411	99.99		
507	CHRIFST INC. INV. 1907701021948/CAR 172 - BATTERY	A3120.476	143.95		

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507	CHRIFST INC. INV. 1907701021904/DPW22275/UNIT 3 - BATTERY	A5110.476	137.95		
508	JEROME FIRE EQUIPMENT CO INC INV. 219290/FLARES	A3120.21	449.75		
508	JEROME FIRE EQUIPMENT CO INC INV. 219400/FD116/MILWAUKEE ELECTRIC CHAIN SAW - 18V	A3410.23	500.00		
508	JEROME FIRE EQUIPMENT CO INC INV. 214720/FD117/CUREX CLOTTING BANDAGE KIT	A3410.414	74.00		
508	JEROME FIRE EQUIPMENT CO INC INV. 214821/FD111/HEAT SENSOR LABELS-LADDERS, AERIAL TRUCK BUC	A3410.475	79.33		
509	LEWIS UNIFORM CO. LLC INV. 274240/UNIFORM ITEMS/OFFICER BINGHAM	A3120.412	180.45		
510	MES-NEW YORK INV. 1759777/FD112/NON-WARRANTY AIR PACK REPAIRS	A3410.475	386.45		
511	NASONI SIGNS INC INV. 4113/ELEVATOR SIGN FOR COMMUNITY CENTER	A7020.441	45.00		
512	NSCS-TREASURER POLICE UNLEADED	A3120.471	1,084.38		
512	NSCS-TREASURER 91/FIRE DEPT/UNLEADED	A3410.471	1,060.91		
512	NSCS-TREASURER FIRE DEPT/DIESEL	A3410.474	465.23		
512	NSCS-TREASURER DPW/UNLEADED	A5110.471	673.57		
512	NSCS-TREASURER DPW/DIESEL	A5110.474	1,071.96		
513	NYSACVC 2022-2023 DUES/D. KUFEL - 10/1/22 -9/30/23	A1325.415	50.00		
514	ONONDAGA CO WATER AUTHORITY 173619-169077/600 SOUTH BAY ROAD	A1620.424	117.53		
514	ONONDAGA CO WATER AUTHORITY 173619-100152/70 GENERAL IRWIN BLVD	A3410.424	103.93		
514	ONONDAGA CO WATER AUTHORITY 173619-180210/70 GENERAL IRWIN BLVD. FL6	A3989.4	253.95		

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514	ONONDAGA CO WATER AUTHORITY 173619-177273/209 CHESTNUT ST. 4"	A3989.4	123.64		
514	ONONDAGA CO WATER AUTHORITY 173619-177276/700 SOUTH BAY RD. FL4 - VILLAGE FIRE LINES	A3989.4	123.64		
514	ONONDAGA CO WATER AUTHORITY 173619-198163/600 SOUTH BAY - VILLAGE HYDRANTS	A3989.4	3,294.06		
514	ONONDAGA CO WATER AUTHORITY 173619-177275/600 SOUTH BAY - VILLAGE HYDRANTS	A3989.4	5,638.32		
515	PBS BRAKE & SUPPLY CORP. INV. 01-138684/DPW22274/SWIVEL MALE BRANCH/BRASS FITTINGS	A5110.476	58.98		
516	QUINLIVAN PIERIK & KRAUSE LLP INV. 1028013/100% DPW MAINT BLDG - DESIGN/CONSTRUCT DOCUMENTS	A5110.211	4,556.00		
517	RHOMAR INDUSTRIES INC INV. 102197/DPW22267/10 GAL. PAVE-SAFE	A5110.411	515.52		
518	REGAL LEASING INC. INV. 30006456/PART-TIME CLERK LINDA LANE/WK ENDING 9/4/22	A1620.415	327.60		
519	SYRACUSE HAULERS INC INV. 901424/TRASH/RECYCLE CONTRACT - SEPT. 2022	A8160.444	44,068.67		
520	SYRACUSE TIME & ALARM CO INC INV. 148517/PARKS216/.MONITOR SERVICE/COMM CTR 9/1-11/30/22	A7181.447	84.00		
521	THRU-WAY AUTOGLASS DISTRIB INC INV. 200347/FD067/RECHARGE A/C, TROUBLESHOOT BLOWER ENG. 6	A3410.476	289.80		
522	FRANK GEORGE & SON INC. INV. 49925/DPW22280/BLADE SET/72 DECK - PARTS FOR MOWER	A5110.475	185.98		
523	W.B.MASON CO., INC INV. 232427791/REPORT COVERS - BLACK (6)	A1620.411	19.26		
523	W.B.MASON CO., INC INV. 232393183/FD115/TRASH BAGS, ELECTRIC SOAP DISPENSER	A3410.445	197.32		
524	ANTHONY BURKINSHAW SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A7020.425	50.00		

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525	BRIAN JOHNSTONE SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3620.425	50.00		
526	DIANNE KUFEL SEPT. 2022/REIMBURSE CELL PHONE -BUSINESS ON PERSONAL	A1325.418	50.00		
527	ED WARE SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A5110.425	50.00		
528	GARY BUTTERFIELD SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A1210.421	50.00		
529	PATRICIA GUSTAFSON SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A1010.425	50.00		
530	LOU ANN ST. GERMAIN SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A1010.425	50.00		
531	RICHARD ALLEN SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3410.425	50.00		
532	PATRICK BRENNAN SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3410.425	50.00		
533	CASEY DAUGARD SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3410.425	50.00		
534	JOHN LINNERTZ SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3410.425	50.00		
535	WILLIAM BECKER SEPT. 2022/REIMBURSE CELL PHONE/BUSINESS ON PERSONAL	A3120.425	50.00		
536	WIZARD EQUIPMENT INC. INV. 85796/CAR 172 - STRIPING ON DOOR (INS. CLAIM)	A3120.476	288.00		
537	CHARTER COMMUNICATIONS ACCT#143584801/DIGITAL ADAPTER - VILLAGE HALL 9/9-10/8/22	A1620.449	8.69		

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538	CLIFTON RECYCLING INC. INV. 43873/PARKS221/PLAIN MULCH FOR SLEETH MILL TRAIL (14 YDS	A7110.400	336.00		
538	CLIFTON RECYCLING INC. AUGUST 2022/DPW22273/HAULING/TIPPING - AUGUST BRUSH/16 LOADS	A8160.417	480.00		
539	EASTERN SECURITY SERVICES INC. INV. R644943/MONITOR VH BURGLAR/PANIC BUTTONS 10/1/22-1/1/23	A1620.448	172.50		
540	O'REILLY AUTO ENTERPRISES LLC INV. 6035-123138/DPW22279/UNIT 3 - BRAKE ROTOR, PADS, OIL FILTER	A5110.476	501.83		
541	TIME WARNER CABLE ACCT#099975901/PHONE SERVICES/VILLAGE HALL - SEPT.	A1620.421	50.07		
541	TIME WARNER CABLE PHONE SERVICES/POLICE DEPT.- SEPT.	A3120.421	50.05		
541	TIME WARNER CABLE PHONE SERVICES/DPW- SEPT.	A5110.421	50.05		
542	VERIZON #652-958-496-0001-83/FIOS INTERNET - F.D. STA. 2 (9/10-10/9/22)	A3410.427	89.00		
543	COSTELLO BLACKTOP PAVING INC INV. 2238-02/DPW22265/EMERG.REPAIR/ELECTRICAL DAMAGE-CHURCH ST	A380	6,125.00		
544	KELLY CASIMIRO PARKS214/REFUND SECURITY DEPOSIT/COMM CTR 9/10	A2410	150.00		
545	DESIREE DELOOZE PARKS213/REFUND SECURITY DEPOSIT/KEN. PK 9/11	A2001A	50.00		
545	DESIREE DELOOZE MINUS TRASH REMOVAL FEE	A2001A	-25.00		
546	LEON J. GHEZZI REFUND SECURITY DEPOSIT/COMM CTR 9/3	A2410	300.00		
547	PAMELA SCHULZE REFUND SECURITY DEPOSIT/KENNDY PARK 9/4	A2001A	50.00		
548	VERIZON #356-000-992-0001-25/DPW FIOS 9/21-10/20/22	A5010.427	109.99		
549	VERIZON #255-744-978-0001-69/FIOS - LONERGAN PARK	A7110.446	109.99		

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Voucher #	Claimant	Account #	Amount	Check	Date
	9/4-10/3/22				
550	VERIZON #755-975-816-0001-78/FIOS - VILLAGE HALL 9/16-10/15/22	A1620.449	172.27		
551	SYRACUSE HAULERS INC INV. 904821/EXTRA FOR FUEL OVERAGES OVER 10% 10/1/21-7/25/22	A8160.444	7,497.94		
552	COSTELLO BLACKTOP PAVING INC INV. 2238-01/DPW22284/2022 PAVING VILLAGE STREETS-APPROVED 8/11	A5110.23	214,512.80		
553	VERIZON #556-259-119-0001-56/COMMUNITY CENTER WIFI- 9/17 TO 10/16/22	A7181.421	108.99		
554	ONONDAGA COUNTY MAYORS ASSOC. MAYORS' MTG - 9/21/22 - G. BUTTERFIELD	A1210.466	16.00	40456	09/20/2022
555	AARP 24 AARP MBRS/6 NON-MBRS/DRIVER'S SAFETY COURSE/COMM CTR - 9/19-9/20/22	A380	780.00		
Total:			316,481.67		

Dianne Kufel

From: Anthony Burkinshaw
Sent: Wednesday, September 14, 2022 3:22 PM
To: Dianne Kufel; Dep. Mayor Gustafson; Gary Butterfield; LouAnn StGermain; Chris Strong; Fred Wilmer
Cc: Donald Radell
Subject: FW: POOL COVER - KENNEDY 09/07/2022 12:15
Attachments: POOL COVER - KENNEDY.pdf

Update on the Pool Safety Cover

I have received 2 quotes after reaching out to 6 companies

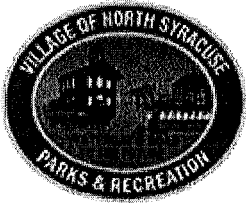
Tarson Pool can get everything done in 4 weeks, but Labor put me over the approved request of \$7,000.

The Safety Cover and new anchors is \$7,000 and to have them install it is \$1,000

Pool Surgeons the other pool company is \$955.00 more with installment / -\$500 without installment

Can I Request the board to modify the resolution to cover and not to exceed \$8,000

Tony Burkinshaw
Village of North Syracuse
Parks & Recreation Director
(315) 458-8050



From: Dianne Kufel <dkufel@northsyracuse.ny.org>
Sent: Wednesday, September 7, 2022 1:14 PM
To: Dep. Mayor Gustafson <Patriciagustafson@aol.com>; Gary Butterfield <gbutterfield@northsyracuse.ny.org>; LouAnn StGermain <Lstgermain0518@gmail.com>; Chris Strong <cstrong43@gmail.com>; Fred Wilmer <trustee.fredwilmer@gmail.com>
Cc: Anthony Burkinshaw <aburkinshaw@northsyracuse.ny.org>
Subject: FW: POOL COVER - KENNEDY 09/07/2022 12:15

This is an agenda item for Thursday, Sept. 8th, 2022 **at 6:28 PM.**

Best,



Dianne Kufel/ClerkTreasurer
Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212
(315) 458-0900 Ext. 129

Email: clerktreasurer@northsyracuse.ny.us
Either/or dkufel@northsyracuse.ny.us
Website: www.northsyracuse.ny.us

-----Original Message-----

From: copier <copier@northsyracuse.ny.us>
Sent: Wednesday, September 7, 2022 12:16 PM
To: Dianne Kufel <dkufel@northsyracuse.ny.us>
Subject: POOL COVER - KENNEDY 09/07/2022 12:15

Scanned from MFP11928082
Date:09/07/2022 12:15
Pages:1
Resolution:300x300 DPI

Dianne Kufel

From: Anthony Burkinshaw
Sent: Friday, September 2, 2022 3:51 PM
To: Gary Butterfield; Fred Wilmer; LouAnn StGermain; Patriciagustafson@aol.com; Chris Strong
Cc: Robert Germain; Dianne Kufel
Subject: Pool Safety Cover & Anchors

To the Village Board,

The pool closed on Sunday, August 28th since then I have been looking into replacement anchors for the pools safety cover.

Which I have not been able to find what I need and will need to replace all 75 of them.

I also went to get the pool cover fixed/repared and was told that the cover has out lived it's life span and it could be fixed but would not be back to me until the end of November.

Defeating the point of the cover during falling leaf season and now been made aware of its material defects.

This email is to inform the Board of two things:

1. I could put the old cover on to keep debris out of the pool and budget for a new one in the 2023 budget, but I don't approve its use for safety if anyone was to walk on it.
 - a. It would only be to keep the pool clean not for safety.
 - b. The cover is intended for both and I just don't feel comfortable knowing it's not safe, if someone were to hop the fence and walk across it.
 - c. The safety cover canvas is over 11 years old and the all of the anchors have some corrosion on them from the use of metal bolts and brass bases.

2. I could get everything now as an emergency purchase and get it installed by October if approved at the next board meeting on 9/8/22.
 - a. Tarson Pool quoted it over the phone for around \$6,000 with installation
 - b. Working on a more formal quotes with numbers from
 - i. Tarson Pool
 - ii. Liverpool Pool
 - iii. Cannon Pool

I'll bring it up again in my dept. head report at the next board meeting ... Thank You

Tony Burkinshaw
Village of North Syracuse
Parks & Recreation Director
(315) 458-8050



Dianne Kufel

From: Amy Crowley <acrowley@ciceronewyork.net>
Sent: Monday, August 15, 2022 11:30 AM
To: Gary Butterfield
Cc: Dianne Kufel
Subject: [External] Re: [External] CanTeen

ATTENTION: This email message was received from someone outside the Village of North Syracuse. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Thank you Mayor. I look forward to seeing everyone then.

Enjoy the rest of your summer!

~ Amy Crowley
Youth Services Director
CanTeen
315-699-1391

"You must be the change you wish to see in the world"
~ Mahatma Gandhi

Bd. Mtg
9/22/22

From: Gary Butterfield <gbutterfield@northsyracuse.ny.org>
Sent: Monday, August 15, 2022 10:44 AM
To: Amy Crowley
Cc: Dianne Kufel
Subject: RE: [External] CanTeen

Amy,
Yes, we will give you time on the 22nd.
Mayor Butterfield

From: Amy Crowley <acrowley@ciceronewyork.net>
Sent: Monday, August 15, 2022 10:28 AM
To: Gary Butterfield <gbutterfield@northsyracuse.ny.org>
Subject: [External] CanTeen

ATTENTION: This email message was received from someone outside the Village of North Syracuse. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mayor -

I would like the opportunity to come speak to the Village Board with an update about the CanTeen now that we are back to full operations after the pandemic. I'm wondering if this would be possible on September 22nd?

Hope you are having a wonderful summer!

Thank you,

~ Amy Crowley
Youth Services Director
CanTeen
315-699-1391

"You must be the change you wish to see in the world"

~ Mahatma Gandhi

WARNING: This email originated outside of Town of Cicero's email system. DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

Brian Johnstone
8648 Alizarin Ave
Cicero, NY 13039

RECEIVED

SEP 16 2022

VILLAGE OF N. SYRACUSE
CLERK/TREASURER

September 16, 2022

Mayor Gary Butterfield
Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212

Dear Mayor Butterfield,

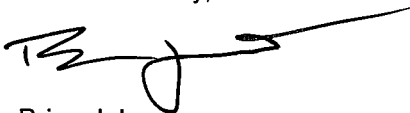
Please accept this letter as formal notice of my resignation from my position as Code Enforcement Officer at the Village of North Syracuse. My last day of employment will be October 14, 2022.

Thank you for giving me the opportunity to work in this position for the past 5 years. I have thoroughly enjoyed working here and appreciate all of the opportunities you have given me. However, I have decided it is time for me to move on to my next challenge.

I would like to do anything I can to help with the transition, including wrapping up my responsibilities and training my replacement. If I can be of any other assistance during this time, please let me know.

Thank you again for the opportunity, and I wish you and the Village of North Syracuse all the best for the future.

Yours sincerely,



Brian Johnstone

Memo

To: Mayor Butterfield
Village Board

From: Deputy Chief John Linnertz

Date: September 16, 2022

Re: New Members for Fire Department

Mayor Butterfield & Village Board:

The following members have been accepted by the North Syracuse Fire Department and are being submitted for Board approval:

Nathan Barlow
403 Fletcher Drive
North Syracuse, New York 13212

Patrick Carroll
107 Woods Road
North Syracuse, New York 13212

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

Cc: NSVFA

Dianne Kufel

From: D/C John Linnertz <jlinnertz@northsyracusefire.com>
Sent: Friday, September 16, 2022 12:47 PM
To: Dianne Kufel
Subject: [External] Re: Agenda

ATTENTION: This email message was received from someone outside the Village of North Syracuse. Please DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Dianne,

Also please put on the Agenda to surplus the following:

2011 Chevrolet Tahoe, Squad 1.

If you need further please let me know.

Thanks

On Fri, Sep 16, 2022 at 12:07 PM D/C John Linnertz <jlinnertz@northsyracusefire.com> wrote:
Dianne,

Here is one for the agenda.

Thanks

--

John R. Linnertz
Deputy Chief
North Syracuse Fire Department

Dianne Kufel

From: D/C John Linnertz <jlinnertz@northsyracusefire.com>
Sent: Thursday, September 15, 2022 11:41 AM
To: Gary Butterfield
Cc: Dianne Kufel; Robert Germain
Subject: [External] Training house agreement
Attachments: BurnetRoad.Clay.Agreement.0922.pdf; OCIDA.Editable.0922.docx; BurnetRoadClay.0922.doc

ATTENTION: This email message was received from someone outside the Village of North Syracuse. Please **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Attached is a memo for consideration for an agreement to utilize houses on Burnet Road for training. I am sending the memo and the legal document for a hold harmless agreement. The Clay Fire Department created this document with the OCIDA. I am sending a copy of the signed agreement and a copy that is editable.

As you will see in the memo we will need the hold harmless agreement and an insurance certificate.

The chief would like to get this on the agenda for next meeting so we do not lose valuable training time. If it works for you and the attorney, if we can get it back edited for our department I will get it to OCIDA to make sure it is still good for them.

If you have any questions please let me know

Thanks

--

John R. Linnertz
Deputy Chief
North Syracuse Fire Department

ACCESS AGREEMENT

This Agreement made as of this ____ day of September, 2022, by and between **NORTH SYRACUSE FIRE DEPARTMENT, INC** a New York Not-for-Profit corporation with a mailing address of 109 Chestnut Street, North Syracuse, New York 13212 (the “Fire Department”) and **ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with an address of 333 West Washington Street, Syracuse, New York 13202 (“OCIDA”).

WHEREAS, the Fire Department desires to access OCIDA property located at 8699 Burnet Road, Clay, NY 13041; 8677 Burnet Road, Clay, NY 13041; and 8688 Burnet Road, Clay, NY 13041 (the “Premises”); and

WHEREAS, the Fire Department seeks from OCIDA access and permission to use the houses located upon these Premises for their training programs and practice drills (the “Training”); and

WHEREAS, OCIDA seeks to cooperate with the Fire Department provided such Training is conducted in a reasonable manner and in accordance with this Agreement.

NOW, THEREFORE, OCIDA and the Fire Department agree as follows:

1. **Recitals**

The recitals set forth above shall be incorporated into this Agreement as if fully set forth herein.

2. **Access**

- (a) OCIDA shall grant the Fire Department revocable access upon OCIDA Premises for as long as necessary to conduct the Training but prior to OCIDA demolishing the structures upon the Premises. OCIDA shall provide the Fire Department

reasonable access to the Premises of OCIDA during this period. OCIDA acknowledges and agrees that such Training shall include but not be limited to physical alterations of the structures upon the Premises.

- (b) The Fire Department, its agents, volunteers and/or employees shall be solely responsible for all necessary reconstruction and repairs associated with the Training, in order to reasonably ensure the safety of surrounding community, passersby, and trespassers. The Fire Department acknowledges and agrees that such repairs shall include but not be limited to sealing all holes, cuts, and openings to ensure that trespassers are unable to gain access into the structures upon the Premises and within the Premises.
- (c) The Fire Department agrees to abide by all federal, state and local laws pertaining to security and safety procedures, and otherwise agrees to abide by any reasonable directives and restrictions which are required of its officers, employees, agents, other representatives, contractors or their subcontractors, to abide by such security and safety procedures, directives and restrictions. OCIDA shall be solely responsible for the supervision, conduct and safety of its employees and its contractors/subcontractors and their employees and invitees. The Fire Department shall be responsible for complying with the requirements of all applicable federal and state Occupational Safety and Health Administration (“OSHA”) provisions and the requirements of any and all other laws, rules, regulations and standards pertaining to employee health, safety and accident prevention to the extent that they pertain to the activities and duties of the Fire

Department's employees, contractors/subcontractors, their employees and invitees in connection with the Training.

- (d) The Fire Department shall not allow any refuse, garbage or any loose debris to accumulate in or about the Premises and will at all times keep the Premises in a clean and neat condition.
- (e) In the event of an emergency, the Fire Department agrees that it will immediately notify OCIDA.

3. **Insurance**

Prior to access and use by the Fire Department of the Premises, the Fire Department shall obtain and provide to OCIDA, a valid comprehensive liability policy of insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per event and Three Million and 00/100 Dollars (\$3,000,000.00) in the aggregate, naming OCIDA as an additional insured against any and all liabilities arising out of any occurrence pertaining to the use of the Premises. In addition and if applicable, the Fire Department shall maintain and such insurance shall include Automobile Liability Insurance with limits of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage. Coverage shall include all owned, leased, non-owned and hired automobiles; In the event that OCIDA, maintains an insurance policy covering the Premises, and there are additional costs or expenses related to the Training, any reasonable additional cost or expense thereof occasioned by the use of the Premises by the Fire Department shall be reimbursed to OCIDA by the Fire Department upon OCIDA's demand thereof. OCIDA shall not be responsible for any loss or damage to equipment owned or operated by the Fire Department or its authorized agents, servants, employees or invitees placed on OCIDA's Premises.

4. **Notice**

All notices under this Agreement shall be sent in writing to:

If to the Fire Department:

North Syracuse Fire Department, Inc.
109 Chestnut Street
North Syracuse, New York 13212

With a copy to:

Att. Mayor Gary Butterfield
Village of North Syracuse
600 South Bay Road
North Syracuse, New York 13212

If to OCIDA:

ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Att: Executive Director
333 W. Washington Street – Suite 130
Syracuse, New York 13202

With a copy to:

BARCLAY DAMON LLP
Att: Heather L. Sunser, Esq.
125 E. Jefferson Street
Syracuse, New York 13202.

Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

5. **Warranty**

It is understood and agreed that OCIDA is not making and has not at any time made, and OCIDA hereby disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Premises (or the condition, safety, title, or fitness thereof), including, but not limited to, any warranties or representations as to habitability, merchantability, fitness or

suitability for a particular purpose, including the Fire Department's intended use, and the Fire Department hereby expressly waives any such representations or warranties.

6. OCIDA Use

OCIDA shall have the right to use the Premises, at such times and in a manner not inconsistent with this Agreement.

7. Indemnification

To the maximum extent permissible by law, the Fire Department, or any person or entity acting on behalf of the Fire Department, agrees to pay and to release, protect, defend with counsel satisfactory to OCIDA, indemnify and save harmless OCIDA, which term shall include, without limitation, its affiliates, employees, agents, contractors, attorneys and other parties lawfully claiming under OCIDA, or any of them, from and against any and all liabilities, loss, damages, costs, expenses (including any and all attorneys' fees, costs and expenses of OCIDA), causes of action, suits, claims, obligations, demands or judgments of any nature whatsoever caused by, arising from the Fire Department's use of the Premises under this Agreement, including, without limitation: (i) any act or omission to act done in, on or about the Premises, by or on behalf of the Fire Department or any person claiming under the Fire Department, or the employees, agents, servants, contractors and invitees of the Fire Department or any such person; (ii) injury to, or the death of, persons or damage to property (including real property, personal property and environmental or natural resource damages) within the Premises or upon OCIDA's Property or economic damages directly or indirectly caused by or in any way arising out of or in any way connected with the use, nonuse, condition, operation, maintenance, or management of the Premises by the Fire Department or any person claiming under the Fire Department, or the employees, agents, servants, contractors and invitees of the Fire Department or any such person,

or resulting from the condition of the Premises; or (iii) violation of any covenants, agreement, representation, or condition of this Agreement or of any Applicable Laws, or other requirements affecting the Premises or the use thereof by the Fire Department or any person claiming under the Fire Department, or the employees, agents, contractors and invitees of the Fire Department or any such person hereunder, including but not limited to any Hazardous Substances deposited in, upon, under, over or from the Premises. "Hazardous Substance" and "Hazardous Substances" shall mean and refer to (i) asbestos, radon, urea-formaldehyde, polychlorinated biphenyls ("PCBs"), or substances containing PCBs, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and bi-products, and any substance defined as hazardous or toxic or as a contaminant or pollutant in, or the release or disposal of which is regulated by any Environmental Law; and (ii) fungi, bacteria, other microorganisms and microbial substances that are present at levels regulated by Environmental Law or that may be harmful to human health and safety. The term "Environmental Law" shall mean and refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601, et seq.; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; all as the same may be from time to time amended, and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, law, ordinance or regulation.

The foregoing indemnification shall not include injury or damage to the extent directly caused by the gross negligence or willful misconduct of OCIDA as set forth in a final judgment rendered

by a court of competent jurisdiction. In the event any such claim is asserted, the Fire Department shall promptly notify OCIDA in writing of such claim and the amount thereof. The Fire Department shall take prompt action to defend (with counsel satisfactory to OCIDA) and indemnify OCIDA against claims, actual or threatened, but in no event later than notice by OCIDA to the Fire Department of the service of a notice, summons, complaint, petition or other service of a process against OCIDA, alleging damage, injury, liability, or expenses attributed in any way to this Agreement, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Fire Department or any person claiming under the Fire Department, it's the employees, agents, contractors, servants, or invitees. OCIDA shall be entitled to select defense counsel, control the defense of and settle any such claim. The Fire Department shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel (satisfactory to OCIDA), to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, the Fire Department understands and agrees it is responsible for any and all costs and expenses incurred by the Fire Department to enforce this indemnification provision and shall make all reasonable efforts to assist OCIDA in the defense of any such claim.

The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement for any and all claims that arise from incidents, accidents, or injuries occurring prior to said termination or expiration.

8. Termination

- (a) This Agreement is terminable by OCIDA *for cause upon three (3) days' notice or*, and may be terminated by either party by giving a thirty (30) day written notice of termination at the address set forth in Section 4 herein. For the purposes of this

Agreement, "cause" may include but is not limited to a default by Fire Department which has not been cured in a reasonable manner and time.

- (b) For the purposes of this Agreement, "cause" also includes a determination by OCIDA, in its sole discretion, that it requires the use of the Premises in connection with the present and/or future activities of OCIDA.
- (c) The Fire Department agrees that, upon the expiration or earlier termination of this Agreement the Fire Department shall, at its sole cost and expense, remove any and all equipment (unless otherwise directed in writing by OCIDA or otherwise provided by this Agreement) and restore the Premises to a condition satisfactory to OCIDA in its sole discretion. If required to do so and the Fire Department fails to restore the Premises within thirty (30) days from the expiration or termination of this Agreement, then OCIDA may restore the Premises at the sole cost and expense of the Fire Department, and any costs so incurred by OCIDA shall be paid to OCIDA by the Fire Department promptly upon demand.

9. **Effective Date**

Notwithstanding any provision in this Agreement to the contrary, this Agreement is expressly conditioned upon, and shall not become effective unless and until, the Fire Department has obtained the insurance required by this Agreement and has delivered to OCIDA satisfactory evidence thereof. If any of the conditions contained in this Paragraph are not completed to OCIDA's satisfaction, OCIDA may, at its option, cancel or terminate this Agreement by written notice to the Fire Department, in which event this

Agreement shall be null and void and without recourse to the parties hereto, except for any provisions of this Agreement which by their terms shall survive said termination.

10. **Miscellaneous Provisions.**

(a) Neither party shall assign, transfer, convey, subcontract or otherwise dispose of this Agreement or their right, title or interest in and/or to the same, nor any part thereof, nor the power to execute such Agreement to any other person, company or corporation without first obtaining the written approval of the other party.

(b) The rights, privileges, duties and obligations of the parties hereto under this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of said parties, respectively, whether such heirs, executors, administrators, successors and assigns of said parties become such due to transfer, reorganization, change in business form or for any other reason.

(c) This Agreement shall be governed by and interpreted pursuant to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

OCIDA

By: _____

Date: _____

FIRE DEPARTMENT

By: _____

Date: _____

Dianne Kufel

From: Brian Johnstone
Sent: Thursday, September 15, 2022 8:37 AM
To: Dianne Kufel
Subject: RE: Wells Ave East

This is the strip on no name street at the end of Wells and Oakley, 40' X 658'. It goes behind the houses starting at I 81 up to 322 Wells E and 109 Oakley.

Brian Johnstone
Code Enforcement Officer
Village of North Syracuse
315-458-4763

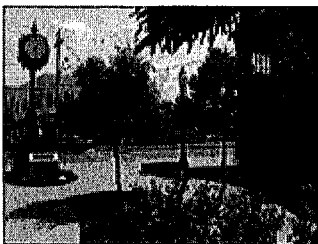


From: Dianne Kufel <dkufel@northsyracuse.ny.org>
Sent: Wednesday, September 14, 2022 5:16 PM
To: Brian Johnstone <bjohnstone@northsyracuse.ny.org>
Subject: Wells Ave East

County called.....a strip of land 019.-06-34.0 is going up for auction on 10/04. There was a note in the file that says if this happens the Village would be interested in purchasing it. Can you please look this up ?

Thanks.

Best,



Dianne Kufel/Clerk/Treasurer
Village of North Syracuse
600 South Bay Road
North Syracuse, NY 13212
(315) 458-0900 Ext. 129

Email: clerktreasurer@northsyracuse.ny.org
Either/or dkufel@northsyracuse.ny.org
Website: www.northsyracuse.ny.org

DEPT. USE ONLY:
FD087

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

DATE STAMP
RECEIVED
SEP 02 2022

FY 2022/2023

Requesting Dept: Fire
Vendor: Name: MES
Address: _____

Account	Amount	Village of North Syracuse
3410.495	\$ 260.00	W-9 <input type="checkbox"/>
		INSURANCE <input type="checkbox"/>
		HOLD HARMLESS <input type="checkbox"/>

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
9/1	42	Annual NFPA Flow tests - SCBA	\$ 30.00	\$ 1260.00
		Does not include Nam Warranty Parts and labor		
		* pre-Approval		
				\$ 1260.00

Budget Transfer Attached YES NO
Authorized By: Pat Brennan
Date: 9/1/22

Approved by: _____
Mayor: [Signature] Date: 9/8/22
Trustee: [Signature] Date: 9/8/22
Trustee: [Signature] Date: 9/8/22

Public Works Contracts

- \$0.00 to \$3,000 No quotes necessary
- \$3,001 to \$10,000 Written RFP and Two (2) Proposals
- \$10,001 to \$35,000 Written RFP and Three (3) Proposals
- \$35,001+ Bid Pursuant to GML, Section 103

Purchasing Contracts

- \$0.00 to \$1,000 No quotes necessary
- \$1,001 to \$3,000 Two (2) verbal quotations
- \$3,001 to \$10,000 Three (3) written quotations / proposals
- \$10,001+ Bid and/or State or County Contract



OFFICE OF THE
CHIEF

109 Chestnut Street
North Syracuse, N.Y. 13212
(315) 458-1920

North Syracuse Volunteer Fire Department

To: Mayor Gary Butterfield
CC: Village Board of Trustees
Dianne Kufel
From: Pat Brennan, Chief of Fire
Date: September 01, 2022
Re: Annual SCBA flow tests

Please review for pre-approval requisition FD087 for the annual NFPA required SCBA flow testing. This flow test is performed on each of the 40 SCBA and 2 RIT packs that we have and its purpose is to verify the operational integrity and readiness of the regulator, pressure reducer, electronics and facepieces.

MES is the vendor that the SCBA was purchased from, is a SCOTT AIR PACK dealer and authorized repair center and has been performing any of the warranty repairs. The quotation of \$30.00 per air pack was received for a total of \$1260.00 for the complete service. Any additional non-warranty repairs are subject to a charge of \$80.00 per hour labor plus parts, this would be on as needed basis and may not be incurred.

I am recommending that the flow test service be performed by MES.

Please contact the Fire Chief's Office if you have any questions.



8-29-2022

Municipal Emergency Services, Inc.
66 Firemen's Way
Poughkeepsie, NY 12603
(845)575-6955
(800)560-8030 (toll free)
(845)575-6959 (fax)

www.mesfire.com

Municipal Emergency Services, Inc.
MES-NEW YORK

SCOTT S.C.B.A SERVICE AGREEMENT

NORTH SYRACUSE FIRE DEPT.

Type of Service Plan: Annual Flow Test & Inspection

- Service provided during the first year at \$30.00 per SCBA
- Hourly labor rate: \$80.00 for repairs not under warranty.

Pursuant to the terms above, MES shall perform

Flow tests on the:

1. Self Contained Breathing Apparatus equipment at the:
using SCOTT licensed computed software and test equipment.
2. Testing checks for the proper function and setting of all the operations of the pressure reducer, regulator, and accessories of the S.C.B.A. as described by the manufacturer. A labor rate of 80.00 per hour will be charged for work that is not covered under warranty.
3. A visual inspection of the complete S.C.B.A. for any damaged or missing components.

All minor adjustments made during tests are included in test cost.

Repair or replacement of parts not covered by warranty is not included in this service agreement and shall be billed separately by MES. A labor rate of 80.00 per hour will be charged for work that is not covered under warranty.

MES offers a yearly change of all nipple seals (high pressure o-rings), which are located on the high pressure hoseline adapter where the connection meets the cylinder. (nipple seal high pressure o-rings cost \$ 4.25/EACH).

_____ hereby chooses to accept the above described nipple seal (high pressure o-ring) change at time of testing.

Please sign and date below and return to your sales/service representative.

Customer Name (printed) _____ Date _____

Customer Signature _____ Title _____

MES Rep (printed) _____

MES Signature _____ Date _____

Updated 2-21-13

DEPT. USE ONLY:
FD108

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

RECEIVED

DATE STAMP
SEP 08 2022
VILLAGE OF N. SYRACUSE
CLERK/TREASURER

FY 2022/2023

Requesting Dept: Fire
Vendor Name: Penn Power Systems
Address: _____

Account	Amount	W-9	INSURANCE	HOLD HARMLESS
3410.445	\$725 ⁰⁰ p/year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
9/7	1	Generator PM - Fall - 2022-2024 - sept		\$725 ⁰⁰
		Generator Insp. - Spring - 2023, 2024 - march		
		as per 2 year Agreement		
				\$725 ⁰⁰

Budget Transfer Attached YES NO
Authorized By: Pat Brennan
Date: 9/8/2022

Approved by: _____
Mayor: [Signature] Date: 9 8 22
Trustee: _____ Date: _____
Trustee: _____ Date: _____

Public Works Contracts
\$0.00 to \$3,000 No quotes necessary
\$3,001 to \$10,000 Written RFP and Two (2) Proposals
\$10,001 to \$35,000 Written RFP and Three (3) Proposals
\$35,001+ Bid Pursuant to GML, Section 103

Purchasing Contracts
\$0.00 to \$1,000 No quotes necessary
\$1,001 to \$3,000 Two (2) verbal quotations
\$3,001 to \$10,000 Three (3) written quotations / proposals
\$10,001+ Bid and/or State or County Contract



Date of Proposal: 09/07/2022
Proposal#: 21CA-A193-JS

**EMERGENCY GENERATOR SET PLANNED MAINTENANCE AGREEMENT PREPARED FOR:
North Syracuse Fire Department**

Penn Power Group, LLC d/b/a Penn Power Systems hereby agrees to perform regularly scheduled maintenance and inspections of the emergency power generation systems as listed:

SERVICES TO BE PERFORMED:

1. Check fuel system day tank operation, fuel lines, connections, vents, main and day tank fuel levels.
2. Change fuel filter and water separator elements during the full P.M. service annually.
3. Visually check fuel system injection pump, solenoid(s), check valves governor controls, linkages.
4. Check oil lube system inclusive of the engine and governor oil levels, oil heater, lines and connections.
5. Change the lube oil and filters during the full P.M. service annually.
6. Check the cooling system inclusive of the coolant level, antifreeze, freeze point, inhibitor level, louvers, radiator air flow and core condition. Block heater(s), hoses, connections, pressure test radiator cap, belt condition and tension, fan shrouds, guards and brackets.
7. Check for external fuel, lube oil, coolant and exhaust leaks.
8. Check and record lube oil pressure, fuel oil pressure and engine coolant temperature gauge readings.
9. Check exhaust system, flex connection, supports, insulation and rain cap. Drain condensation drip legs.
10. Check batteries, charging system, terminals and cables. Check electrolyte level and specific gravity.
11. Load test Batteries. Clean battery post and terminals apply corrosion inhibiting film.
12. Check electrical system wiring connections and condition. Inspect lamps and fuses.
13. Check engine and generator instruments and meters for proper operation.
14. Check and test alarm sending units, pre-alarms, and safety shutdowns.
15. Check remote annunciator operation.
16. Check air intake piping, hoses, clamps, bypass actuators and air box Dampers.
17. Visually check air filter elements, air box canisters, breathers and crankcase ventilation systems.
18. Check engine and generator mounting bolts and vibration isolators.
19. Visually check generator bearings.
20. Check exciter assembly, stator and field for cleanliness and integrity.
21. Visually check rotating rectifiers and surge suppressor.
22. Check and record residual, no-load voltage.
23. Check voltage regulator and adjust if necessary.
24. Visually inspect generator breaker and bus bar connections for cleanliness and signs of overheating.
25. Check transfer switch compartment and components for cleanliness, integrity, overheating and wear.
26. Evaluate time delay settings
27. Check transfer switch exercise functions.
28. Perform start and stop functions from transfer switch with no load condition.
29. All readings, temperatures, transfer and retransfer times, Hour meter readings, and discrepancies annotated and submitted with detailed report to the appropriate individual(s) following each round of service.

Adjustments, calibrations and repairs will be made at an additional charge upon customer approval and a firm Purchase Order is issued. All planned inspection services will be performed during standard business hours unless both parties have agreed otherwise.

Proposal #: 21CA-A193-JS
 Both parties further agree as follows:

A. **This is a Two Year Agreement**

B. **Firm pricing for all units included within this Agreement shall be:**

<u>Period</u>	<u>Package Type</u>	<u>Total Value Per Year</u>	
09/01/2022 to 08/31/2024	Two Year Package	Equipment:	\$725.00
		Total:	\$725.00

C. **Equipment:** 1 Generator Set(s) and Transfer Switch(s)

	<u>Site</u>	<u>Location</u>	<u>Equipment</u>	<u>Mfr.</u>	<u>Qty</u>	<u>Amount</u>
1	North Syracuse Fire Dept	Station #1	100kw	Spectrum	1	\$725.00

of Inspections: two
 # of PMs: two
 Schedule: September 2022, 2023- Full PM Service
 March 2023, 2024- Inspection

D. All rates are subject to the NYS prevailing wage rate classification for the work to be performed, which includes applicable labor rates, premiums, benefits percentage ratio in compliance with corresponding county wage rate schedules set forth by the New York State Department of Labor. Classification is operating engineer and or electrician (Journeyman Classification) based on scope of work performed, certified payroll forms will be sent with all invoices.


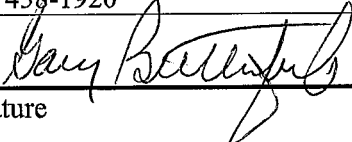
E. Penn Power Group, LLC d/b/a Penn Power Systems shall provide the Client with a Certificate of Insurance, directly from the policyholder. Insurance coverage includes general, automotive, garage and inland marine liability. There shall be no waivers of subrogation.

F. All additional and/or emergency repairs shall be invoiced at the following rates for the duration this Agreement remains valid.

Straight time	Monday – Friday	7:30 AM – 4:30 PM	\$ 150.00 per hour
Overtime	Monday – Friday	4:30 PM – 7:30 AM	\$ 202.00 per hour – non holiday
	Saturday	All day	\$ 202.00 per hour – non holiday
Double Time	Sunday	All day	\$ 270.00 per hour
	Holiday	All day	\$ 270.00 per hour
Mileage			\$ 2.25 per mile portal to portal

G. Penn Power Group, LLC d/b/a Penn Power Systems attached standard terms and conditions apply. Pricing above does not include any federal, state, or local taxes.

Notes: Two-year generator agreement

Purchase Order #: Chris Brazee Penn Power Group, LLC d/b/a Penn Power Systems 7044 Interstate Island Rd Syracuse, NY 13209 315-451-3838	Agreed and accepted by Client #60580: <i>John Hogan</i> <i>Gary Butterfield, mayor</i> North Syracuse Fire Department 109 Chestnut Street North Syracuse, NY 13212 (315) 458-1920
 Signature	 Signature

Terms and Conditions of Sale and Service

Penn Power Group, LLC, a Pennsylvania limited liability company, also doing business as **Penn Power Systems®** (“Seller”), agrees to provide, sell or rent to the person or entity identified on the face hereof or on any related Contract Documents (as defined below in Section 2) as the buyer, purchaser or customer (“Customer”) the Goods and/or Services (as defined below in Section 1) on the following terms and conditions (these “Terms”):

- 1. Certain Definitions.** As used in these Terms: (a) “Goods” shall mean the machinery, equipment, products, parts and other tangible property from time to time rented, sold or offered for rental or sale by Seller to Customer; (b) “Services” shall mean the shop and/or field labor to be provided by Seller’s technicians or subcontractors for the purpose of inspections, diagnostics, assessments, repairs, maintenance, training, installations and/or start-up activities on Goods and/or Equipment; and (c) “Equipment” shall mean Customer-owned or operated vehicles, vessels, machinery, prime or standby generators or other industrial machinery, apparatus or property on which Services are performed.
- 2. Contract Documents.** The Contract Documents which together are the written agreement between Seller and Customer (this “Contract”), including Seller’s quote or proposal, Customer’s purchase order or acceptance, a description of scope of supply of the Goods and the scope of the Services, and any document, exhibit or attachment that is referred to and incorporated by reference with these Terms. Seller’s acceptance of this Contract is expressly conditioned upon Customer’s agreement to be bound by these Terms. Seller hereby specifically objects to any additional or contrary terms and conditions in any document used by Customer that conflicts with these Terms. None of Customer’s terms and conditions shall apply to this Contract unless expressly agreed to in writing by Seller.
- 3. Price.** All prices for Goods and the flat or hourly labor rates for Services are in U.S. Dollars. Labor rates for Services will be as quoted and, if applicable, subject to Federal and State laws which require the payment of the applicable prevailing wage rates for certain public works. Services will be performed during normal business hours unless otherwise agreed, and labor rates for Services at Customer’s request that extend beyond normal business hours or are performed on Saturday, Sunday or holidays are subject to higher rates.
- 4. Taxes.** Prices quoted and invoiced *do not* include taxes unless specifically stated. Customer shall pay Seller all taxes and fees imposed by applicable law in connection with the sale of Goods and/or Services and Seller shall remit the same to the applicable taxing authority as required by law. If Customer is exempt from taxes, it must provide Seller with the appropriate exemption certificate prior to invoicing.
- 5. Payment Terms.** All payments due from Customer shall be in U.S. Dollars, without offset, back charge, retention or withholding of any kind unless otherwise agreed to in writing by Seller. For certain Goods and Services, Seller may require a down payment from Customer prior to placing an order with the supplier/factory or the start of Services. All invoices shall be payable upon ordering if required and upon delivery of the Goods or Service unless Seller has agreed in writing to extend credit to Customer and provide other payment terms, which will be set forth on related Contract Documents. Subject to the good faith resolution of *bona fide* disputes between the parties within a reasonable period of time that the dispute arises, the failure to pay amounts due under this Contract when due will be a default under these Terms. In the event of such a default in payment, Seller will be entitled to collect additional charges for interest on the unpaid balance at the rate of 1% per month or the highest non-usurious rate permitted by applicable law,

whichever is higher, as well as reasonable collection fees. NOTE: In no event shall Seller's warranties under Section 6 and Appendix I become effective unless and until amounts due for the Goods and/or Services are fully satisfied as determined in Seller's sole, reasonable discretion.

6. **Warranties of Seller.** Subject to additional provisions, including limitations, exclusions and remedies set forth below in Appendix I, Seller warrants that the Goods will be new (except in the case of remanufactured or used Goods and components requested and described in the Contract) and suitable for the intended purposes. Services will be provided using adequate numbers of appropriately trained and qualified personnel under adequate remote or on-site supervision. Subject to the additional provisions of Appendix I, Seller warrants that it will perform the Services in a good, prompt, and workmanlike manner with reasonable care and in compliance with industry standards as well as applicable laws and regulations.
7. **Delivery, Acceptance and Storage.** Delivery of Goods will be as otherwise specified in the Contract. All Goods shall be finally inspected and accepted within thirty (30) days after delivery. All Services shall be inspected and accepted within thirty (30) days after they are performed. Failure of Customer to provide Seller with an itemized list of items that do not conform with the description or specifications shall be deemed acceptance of the Goods or Services. For non-conforming items identified by Customer, Seller shall have a reasonable opportunity to correct and/or replace, with allowance given due to supplier and manufacturer lead times for made-to-order Goods. Goods held and stored by Seller beyond the agreed delivery date for the convenience of Customer will be subject to additional charges for storage and preservation. Equipment held by Seller after Services are completed on Seller's premises also will be subject to additional charges for storage and preservation if left by Customer for more than thirty (30) days after Seller notifies Customer in writing that Services are completed.
8. **Customer's Obligations for Services Performed at Customer Locations.** When performing Services at Customer's designated location(s), Seller's employees and subcontractors (if any) shall have free and unobstructed access to the site at which Services are to be performed. Customer shall furnish safe and proper equipment, parts, tools (not otherwise provided by Seller), safe working conditions, safe storage of Seller's tools, supplies and equipment, and shall furnish or arrange to furnish by others all necessary lifting equipment, steam, electricity, gas, oil, water and other utilities necessary to perform the Services as well as fuel necessary to operate the Equipment during the performance of Services. Customer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services on Customer designated location(s).
9. **Seller's Obligations for Services Performed at Customer Locations.** When performing Services at Customer's designated location(s), Seller agrees at all times that its employees and subcontractors (if any): (a) shall work in a safe manner and comply with the site rules provided in writing by Customer that govern safety and conduct work on the premises; (b) shall comply with the requirements of the licenses, registrations and permits obtained by Customer; (c) shall leave the premises after completion of the Services in a clean and orderly condition and as otherwise was found at the commencement of the Services.
10. **Insurance.** Seller agrees to maintain workers' compensation insurance coverages as required by the laws of the State where Services are performed, as well as commercial general liability and automobile liability insurance coverages consistent with industry practices and when performing Services at Customer's designated location(s) and, as reasonably requested by Customer, will provide Certificates of Insurance that name Customer and other appropriate parties designated by Customer as additional insureds. Upon request, when Seller provides Services at Customer's designated location(s), Customer will provide Seller with evidence of Customer's workers' compensation, automobile and commercial general liability insurance providing adequate coverages consistent with industry practices.

11. **Mutual Indemnity.** To the fullest extent permitted by law but subject to the mutual limitations provided in Section 14, each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all damages, losses, liabilities, obligations, costs, fines, judgments, penalties and expenses (including, but not limited to reasonable fees and charges of attorneys) (“Losses”) relating to arising out of or resulting from any claim, demand, suit or action of the other party or any third party (collectively, “Claims”) to the extent such Claims arise out of or result from the indemnifying party’s (or any of its affiliates or their respective agents, representative’s, officer’s, director’s, manager’s, member’s or employee’s): (i) breach of this Contract; or (ii) negligent or wrongful acts or omissions. The obligation to indemnify under this Section 11 shall be comparative and the indemnifying party shall not be obligated to indemnify the indemnified party to the extent that such Losses or Claims were caused by any breach of this Contract by the indemnified party or the negligence or intentional misconduct of the indemnified party.
12. **Environmental.** In addition to Seller’s indemnification obligations under Section 11, Seller shall indemnify, defend and hold harmless Customer and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all Losses relating to or resulting from any Claims to the extent such Claims arise out of or result from the presence, discharge or release of petroleum, oil, or hazardous or toxic wastes, substances or materials (as those terms are defined in applicable federal, state and local environmental statutes, regulations and guidance documents) on the Customer’s designated location(s) for the performance of Services, to the extent such substances or materials are brought to the Customer’s location(s) by Seller’s employees or subcontractors (if any) and such Loss or Claim is attributable to the negligence or intentional misconduct of Seller or anyone for whose acts Seller may be liable.
13. **Intellectual Property Rights.** In addition to Seller’s indemnification obligations under Section 11, Seller shall indemnify, defend and hold harmless Customer and its affiliates and their respective agents, representatives, officers, directors, managers, members and employees from and against all Losses relating to or resulting from any Claims to the extent such Claims arise out of any alleged or actual claim of violation or infringement of any patent or other intellectual property rights with respect to the Goods, Equipment or Services.
14. **Limitation of Liability for Seller and Customer.** Except for Losses or Claims covered by any liability insurance maintained by either party or to the extent Losses or Claims that arise out of or result from the gross negligence or willful or illegal misconduct of either party, the liability of Seller and Customer for Losses or Claims shall be limited to the purchase price for the Goods and/or Services plus any additional amounts due under this Contract. Notwithstanding any other provision in this Contract, in no event shall either the Customer or the Seller be liable to the other for consequential, special or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital.
15. **Installation, Start-up and Commissioning.** Installation, start-up and commissioning Services are only included if specifically included in this Contract, or in a separate written agreement between Seller and Customer. In the event such Services are provided by Seller, Customer shall be responsible for securing all permits, licenses, certificates, inspections, registrations required by any Federal, state or local government agency and for the payment of all required fees.

16. **Timely Delivery of Goods and Services and Excused Delays.** Seller agrees to use best efforts to deliver the Goods and Services covered under this Contract in accordance with the agreed schedule. Seller shall have no liability for any Losses to or Claims by Customer for any failure to deliver the Goods or perform Services to Customer in accordance with the agreed schedule if such failure arises from causes beyond the reasonable control of Seller, including but not limited to, delays attributable to the Customer or Customer's other vendors, delays of suppliers or carriers, government actions, shortages of materials, fuel or power, strikes or other labor disturbances, fires, floods, acts of God, war, acts of terrorism, and the effects of civil disobedience.
17. **Scope of Supply and Changes.** Details about the scope of supply of Goods or Services will accompany these Terms as part of the order, proposal or quotation or in a separate attachment, all of which together constitute the Contract. All designs and specifications with respect to Goods sold or rented which may have been shown in catalogues or product descriptions are subject to change without notice. As a flow down provision from the manufacturers of Goods, Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods. Changes in the scope of supply of Goods and/or Services as mutually agreed or as required by changes in applicable laws, codes, rules and regulations, may result in a change in the price and delivery schedule, but require the written agreement of both Seller and Customer by change order or other amendment to this Contract.
18. **Cancellation.** Confirmed and accepted orders for Goods and/or Services may not be cancelled by Customer after acceptance by Seller unless agreed to by Seller, in which case Seller will be entitled to reasonable cancellation charges provided that Seller agrees to take reasonable steps to mitigate the costs of termination of this Contract by Seller.
19. **Interpretation.** This Contract shall be governed and interpreted according to the laws of the State in which the Goods or Services are delivered, excluding any provision of such laws that would direct the application of the laws of another jurisdiction. Customer and Seller agree that any disputes that cannot be amicably resolved by the parties or through a mutually agreed upon alternative dispute resolution method, shall be resolved only in the state or federal courts in the above described State to the exclusion of all other jurisdictions.
20. **Waiver.** The waiver by either Seller or Customer of any breach of this Contract, including these Terms, shall not be deemed to be a waiver or any subsequent breach of a like or different nature. The failure to enforce any provision of this Contract and these Terms shall not be deemed a waiver of such provision.
21. **Shipment of Goods, Risk of Loss and Export Control Compliance.** If applicable and unless otherwise agreed, Seller shall bear the risk of loss of the Goods until the Goods are delivered to the common carrier, including carriers owned by controlled by Seller or notification to Customer that the Seller is ready for shipment, whichever occurs first. Thereafter, Customer shall bear the entire risk of loss of the Goods.
22. **Entire Agreement.** These Terms, including *Appendix I* below and the terms of any accompanying order, quotation or scope of work, constitute the entire agreement of the parties and supersede all prior discussions, arrangements, negotiations, representations and warranties, if any, relating to the Goods or Services between the parties.

[See Next Page for Appendix I – Seller Warranties: Limitations, Exclusions and Remedies]

APPENDIX I
SELLER WARRANTIES: LIMITATIONS, EXCLUSIONS AND REMEDIES

The following limited warranties are applicable to the Goods and Services provided under this Contract:

(a) Manufacturers' Limited Warranties on Goods. For Goods sold directly to Customer that are covered by a manufacturer's limited warranty, the terms, conditions and limitations of the manufacturer's warranty only shall apply. Seller hereby assigns to Customer all transferable rights applicable to such Goods. A copy of the manufacturer's warranty applicable to such Goods shall be provided by Seller and upon request. To the extent so authorized, Seller agrees to provide manufacturer's warranty services to Customer upon request in accordance with Seller's standard commercial practices and procedures. Unless otherwise agreed by Seller, Customer shall be responsible for the cost of repairs or replacements on such Goods to the extent that the manufacturer denies the claim or does not cover all of Seller's costs under such warranty.

(b) Seller's Limited Warranty on Services. Seller warrants that Services shall be performed in a good, workmanlike manner and be free from defects in materials and workmanship at the time of delivery for a period of 12 months from the date Services are completed. For new, remanufactured or used parts and components supplied in connection with Services, the manufacturer's limited warranty on Goods shall also apply. For exchange components or assemblies rebuilt by Seller that are used in any Services, Seller warrants that they shall be free of defects in materials and workmanship for a period of 180 days from the date of completion.

(c) Remedies. In the event of a defect in material or workmanship or other failure to conform to the foregoing warranties during the applicable warranty period with respect to the Goods, Services or related materials, Seller shall correct any malfunction or deficiencies in workmanship or other nonconformity by repairs, replacements or other corrective actions free of charge to Customer in accordance with Seller's standard commercial practices and procedures. Corrective actions will be performed during Seller's normal business hours as soon as manpower and necessary parts, tools or repair equipment are reasonably available. If at Customer request warranty or other repair work is performed outside normal business hours, Customer is responsible for the difference between regular time labor rates and the applicable overtime rate. Corrective actions for Services are warranted for the remainder of the original warranty period.

(d) Exclusions. The limited warranties of Seller *exclude and do not cover* and do not provide remedies for the correction of defects, malfunctions or conditions to the Goods or Equipment (on which Services are provided) arising from: (i) Customer or third-party misuse, negligence, alteration, or accident with respect to the Goods or Equipment; or (ii) the consequences of failure of Customer or owner to perform or have performed normal maintenance services on the Goods or Equipment in accordance with the manufacturer's requirements; or (iii) the replacement of maintenance items used in connection with normal maintenance services on the Goods or Equipment (on which Services are provided); or (iv) the costs of removal or reinstallation of Goods or Equipment to effectuate warranty repairs; or (v) the consequences of substandard or incomplete repairs made at Customer's request and direction, or with parts furnished by Customer and installed by Seller at Customer's request.

(e) Disclaimer of Incidental or Consequential Damages. The foregoing limited warranties do not cover any incidental or consequential damages, costs or expenses to Customer or any third parties that may result due to a defect, malfunction or non-conformity covered by Seller's limited warranties, including without limitation, loss of time, inconvenience, lost profits, loss of use of the Goods or Equipment, loss of time, or any other indirect, punitive or special damages.

(f) No Duplication/Assignment. To the extent any Goods, Services or materials delivered with Services are covered by a manufacturer's limited warranty, such warranty shall take precedence before the application of the express warranties of Seller, but in no event shall Customer be entitled to duplication of remedies. The foregoing warranties shall not inure to the benefit of any person or entity other than Customer or the end user or owner of the Goods or Services in privity of contract with Customer and are non-assignable without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed.

DISCLAIMER ON WARRANTIES: THE MANUFACTURERS' AND SELLER'S EXPRESS WARRANTIES DESCRIBED OR INCORPORATED BY REFERENCE IN THIS CONTRACT ORDER ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS AND SERVICES PROVIDED BY SELLER. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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SALES • RENTALS • PARTS • SERVICE

PHILADELPHIA	PITTSBURGH	HARRISBURG AREA	SYRACUSE	BUFFALO
8330 State Road Philadelphia, PA 19136-2986 215-335-5010 Fax: 215-335-2163	21260 Route 19 Cranberry Twp., PA 16066-5808 724-631-1260 Fax: 724-631-1206	13974 Kutztown Rd. Fleetwood, PA 19522-8653 717-273-4544 Fax: 610-944-6019	7044 Interstate Island Rd Syracuse, NY 13209-9799 315-451-3838 Fax: 315-461-8662	350 Bailey Avenue Buffalo, NY 14210-1737 716-822-0051 Fax: 716-826-1544

DEPT. USE ONLY:
FD 089

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

RECEIVED DATE STAMP
SEP 09 2022
Village of North Syracuse

FY 2022/2023

Requesting Dept

Fire

Vendor: Name:

NYS OFPC

Address:

Account

3410.466

Amount

\$ 216.00

W-9

INSURANCE

HOLD HARMLESS

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
9/11	1	Fire instructor I class. lodging, meals required		\$ 216.00
				216.00

Budget Transfer Attached YES NO

Authorized By:

Pat Brennan

Date:

9/11/22

Approved by:

ORDER TOTAL

Mayor

Over 200

Date:

Trustee

Over 999

Date:

Trustee

Over 999

Date:

Public Works Contracts

\$0.00 to \$3,000 No quotes necessary
\$3,001 to \$10,000 Written RFP and Two (2) Proposals
\$10,001 to \$35,000 Written RFP and Three (3) Proposals
\$35,001+ Bid Pursuant to GML, Section 103

Purchasing Contracts

\$0.00 to \$1,000 No quotes necessary
\$1,001 to \$3,000 Two (2) verbal quotations
\$3,001 to \$10,000 Three (3) written quotations / proposals
\$10,001+ Bid and/or State or County Contract

Division of Homeland Security and Emergency Services
Office of Fire Prevention & Control - Academy of Fire Science
600 College Avenue
Montour Falls NY 14865
Tel (607) 535-7136
Fax (607) 535-4841

COURSE CONFIRMATION

BREVIN NICHOLSON
109 CHESTNUT STREET
NORTH SYRACUSE NY 13212

08/30/22

**PLEASE CHECK COURSE TITLE, START DATE AND TIMES
OF YOUR COURSE LISTED BELOW.**

Course #	Title	12/05/22 - 12/09/22
2212-11-0162	Fire & Emergency Service Instructor I (2019 Ed.)	8:00 AM to 5:00 PM

Payment Type: PO

Registration Fee ----- \$25.00
RESIDENT FEE \$191.00

MEALS/LODGING REQUESTED

TOTAL DUE:	\$216.00
TOTAL PAID:	\$0.00
BALANCE DUE:	\$216.00

Make checks payable to:
NYS Fire Academy

THIS IS NOT AN INVOICE

NEW POLICIES REGARDING ARRIVAL & CHECK IN:

If your COURSE begins at 8AM, you may arrive after 5PM the day prior to the course; if you are commuting, you may check in the day of the course. If your COURSE starts at 1PM, you may arrive after 11AM. CHECK-IN at the registration office. If no one is available, you will find your name badge and room key posted in the main lobby. Name badges must be worn for service in the dining room. ACCOMMODATION fees cover meal costs: COMMUTER students - breakfast and lunch; RESIDENTIAL students - breakfast, lunch and dinner with the exception of incoming nights where no dinner is served. CHECK-OUT time is 8AM on the last day of class and is strictly enforced due to incoming programs. Students who do not check-out by mid-morning break will be assessed another lodging fee. ROOM KEYS must be left in the room upon check-out. A \$25 fee will be charged for lost keys. Fire arms are not permitted in the building.

Thank you for your registration. We look forward to your attendance. Please visit our web site for further information on the Academy of Fire Science at <http://www.dhSES.ny.gov/ofpc/training/>.



Homeland Security and Emergency Services

Fire Prevention and Control

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

JAMES B. CABLE
State Fire Administrator

Dear Student:

Congratulations on your acceptance to attend the Fire & Emergency Services Instructor program at the New York State Academy of Fire Science in Montour Falls.

This is an upper level course that requires the student to devote a considerable amount of time during and after class working in the library, the computer lab, or independently. A typical day will find the student working from 8 AM until 9 or 10 PM on assignments or studying. Each student will make three presentations, throughout the week, perform one evaluation, and complete one written multiple-choice exam on the final day.

Students are required to have their own copy of Jones and Bartlett Learning *Fire and Emergency Services Instructor: Principles and Practice 3rd Ed.* (ISBN: 978-1-2841-7233-1), which must be brought to each class session. Students are required read chapters 1-8 prior to attending the first course meeting. You are expected to have any necessary supplies for you to take adequate notes during lectures.

Students are encouraged to bring a laptop computer or tablet and a USB "memory stick" for electronic course assignments. A limited number of computers are available for student use in the computer lab. The use of personal laptops and tablets during lectures and student presentations is not permitted. Wireless internet access is available and the password and rules for usage will be provided at the start of the course.

Students are expected to adhere to the Fire Academy dress code. Additionally, students are expected to dress professionally for the final presentation. Professional dress includes department issued uniform, Class A uniform, or other professional dress.

Students wishing to obtain Fire & Emergency Services Instructor – I National Certification are required to complete and submit a National Certification Examination Application. There are no fees for National Certification testing. The National Certification written examination is the course final exam and is given on the last morning of the class.

If you have any questions, or require any additional information, prior to your arrival please contact me at frederick.bachner@dhses.ny.gov or by phone at (607) 228-3113.

I am looking forward to seeing you at the Fire Academy.

Sincerely yours,

Frederick M. Bachner, Jr.
Fire Protection Specialist



Student Course Transcript

Division of Homeland Security
and Emergency Services

Reported by Acadis® Readiness Suite

08/30/2022

For: **Nicholson, Brevin Shea William**
Course: **FIRE AND EMERGENCY SERVICES**
INSTRUCTOR I (2019 ED.) (01-11-0162) - 019
NYID: NY0400689

Nicholson, Brevin Shea
William

Course

Course FIRE AND EMERGENCY SERVICES
INSTRUCTOR I (2019 ED.) (01-11-0162) - 019

Date(s) 12/05/2022 - 12/09/2022

Hours 40h 0m

Student Status Enrolled

Training Category 01 TRAINING

Sending Organization 34037 - NORTH SYRACUSE

Location NYS Academy of Fire Science

Grades

<i>Test</i>	<i>% of Overall Grade</i>	<i>Test Date</i>	<i>Grade</i>	<i>Pass/Fail</i>
OFPC COMPLETION GRADED				Not Taken

Overall

Weighted Mean for Tests Taken:

