

RECEIVED

DEC 05 2022

VILLAGE OF N. SYRACUSE
CLERK/TREASURER

Syracuse Signal Systems, Inc.
410 Marcellus Street
Syracuse, NY 13204

315-426-8712 office

TRAFFIC SIGNAL ON-CALL REPAIR CONTRACT

FOR THE PERIOD OF:

January 1, 2023 – December 31, 2023

Syracuse Signal Systems, Inc. 410
Marcellus Street.
Syracuse, N Y 13204

North Syracuse
600 S. Bay Rd
N. Syracuse, NY

SUBJECT: On call service for the traffic light(s) and controller(s) at: Centerville & South Bay and flashing school beacon on South Bay.

Dear Madame/Sir;

Syracuse Signal Systems, Inc. agrees to furnish and deliver to the above, the services for which the bid is made and at the price as follows;

Signal & Controller on-call service rate - \$225 per month, billed quarterly (does not include sales tax, this will be included in invoice if required). This rate includes initial response and routine repairs without additional payment. Routine repairs typically include LAMP/LED changes, load relay replacements and all other minor repairs. Most calls are minor repairs. Additional payment to Syracuse Signal Systems above this basic service rate shall be made for all major repairs, equipment upgrades, modifications, or enhancements as stipulated in the general provisions of this contract.

THE GENERAL PROVISIONS OF THE CONTRACT SHALL BE AS FOLLOWS:

- 1. INTENT OF CONTRACT.** It is the intent of this contract that Syracuse Signal, for the stated monthly fee will:
 - a. Sustain material, tools, equipment, and insurance necessary to be on call and available for repair of traffic light(s) and control(s) so as to provide continuous operation.
 - b. Respond to calls directly from DOT, Police, and /or 911 Dispatch without necessity of being contacted by owner for permission to do work.
- 2. LIMITATION OF CONTRACT.** Syracuse Signal Systems, Inc. claims no liability for the integrity of the owner's equipment. Our "service call" role is simply to respond to calls to make such repairs as necessary to get a malfunctioning signal back in service. The basic contract does not include a thorough inspection of the signals nor their condition. The basic service call does not include re-inspection or preservation of cabinet safety equipment. The basic service call is for a specific purpose--to make the signal work again, and that is all we do in our role as a service call contractor.

3. CONTRACT PERIOD. The terms of the purchase order issued to Syracuse Signal Systems based on these specifications shall be from January 01, 2023 to December 31, 2023 inclusive.

4. CONTRACT TERMINATION. It shall be the prerogative of (owner) to terminate any purchase order so issued. If performance is not entirely satisfactory. This termination shall be without penalty to the owner. It shall also be the prerogative of Syracuse Signal Systems to terminate the contract without penalty to Syracuse Signal Systems (30) days after the owner receives written receipt of such intent.

5. AVAILABILITY FOR SERVICE. Syracuse Signal Systems shall be available (365) days per year, (24) hours per day, for the emergency repair of the subject equipment to insure continuous operation. The telephone numbers listed at the end of this contract may be used for service requests and all authorized calls for emergency service shall be responded to quickly.

6. MODIFICATION OF OPERATION OF CONTROLLER (when required). Syracuse Signal Systems will check with the proper State, County, and local officials for necessary approvals. The modification will then be performed and if any new equipment is required, material charges will apply.

7. INSURANCE. Contractor's liability insurance certificate is provided per request.

8. INVOICING. At the end of each quarter, basic maintenance invoices will be presented to the owner. All other invoices (modifications or major repair) will present when the work is completed.

9. ROUTINE SERVICE CALLS - Routine service calls for repair shall be made as necessary without additional cost to the owner and shall include basic response, labor, repair, and replacement of components, but shall be limited to three (3) hours labor and/or \$100.00 in material costs. Any repair requiring more than 3 hours of labor and/or \$100.00 in material costs shall be considered a major repair as stipulated in paragraph 11.

10. MAJOR REPAIR. Syracuse Signal Systems, Inc. makes no guarantees of the owner's equipment, and shall not be responsible for major repairs of *said* equipment without additional payment by the owner to Syracuse Signal Systems, Inc. A major repair shall be construed as any repair requiring more than 3 hours of labor and/or \$100.00 in material costs. When any major repair is required, the owner shall be notified as to the extent and cost of the repair. The owner has the option of seeking competitive bids or negotiating a price for repair with Syracuse Signal Systems. Major repairs can be resultant from; but not limited to damage from natural or environmental cause, accidents, construction work (e.g., road milling operations), vandalism, theft, age related wear, obsolescence, or from malfunction of major components, regardless of age.

**11. PAYMENT FOR MODIFICATIONS, ENHANCEMENTS OR UP-
GRADES.** The intent of the contract is to respond and repair the signal in its current state at the time of contract signing. Syracuse Signal Systems, Inc. shall not be responsible for equipment replacement, modifications, or upgrades even if the owner is required to do so by the roadway governing authority (Village, City, County, or State) without additional payment from the owner.

If the terms and conditions of this contract are satisfactory, please sign where indicated and return one copy to Syracuse Signal Systems, Inc.

Sincerely yours,

Scott Strachan
President
Syracuse Signal Systems

It is agreed that Syracuse Signal Systems will be available for on-call and repair work for the traffic control equipment per the above contract for a period of one year, from February 1, 2023 to December 31, 2023 inclusive.

**SIGNATURES FOR TRAFFIC SIGNAL ON-CALL REPAIR CONTRACT
WITH SYRACUSE SIGNAL SYSTEMS, INC.**

Village of North Syracuse
Representative

Contact Phone Number

Contact Email

Date _____

Syracuse Signal
Systems, Inc.

Date _____

Service Telephones:

Office: 315-426-8712

Mike McNeill: 315-391-3482

Jaime Strachan: 315-657-6431

BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY
USE BETWEEN THE **SAME** OBJECT ACCOUNTS

cc: Dianne

cc: w/requisition

From: (Account #): _____

To: (Account #): _____

Amount:

Reason: _____

BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY
USE BETWEEN THE **DIFFERENT** OBJECT ACCOUNTS

From: (Account #): A231F – Fire Apparatus Reserve

To: (Account #): A201 – General Fund

Amount: \$33,988.14

Reason: _____

New Pumper - Bonding for \$600,000 and balance out of Reserve. Fiscal Advisor Fees AND Bond Council
To additionally be paid from the Fire Apparatus Reserve.

From Account #	To Account #
()	()

Present Account Balance: \$ _____ \$ _____

Change: \$ _____ \$ _____

New Account Balance: \$ _____ \$ _____

Signature of Department Head
(To approve the transfer)

Dan / Fire Chief
12/7/22

Date: _____

Invoice

112322

**750 Ontario St
Kenmore NY 14217
716-875-7631**

DATE _____

11/28/22

Customer

Village of North Syracuse
600 South Bay Road
North Syracuse NY 13212

SHIP TO:

Same

[illegible]

For questions concerning this invoice, please contact Kevin Brooks 716-570-3392

www.ColdenFire.com

Transfer Details



Village of North Syracuse - 10248

PAYMENT ID: 608

Payment Type	Transfer
Status	Bank Confirmed
Entry Method	Freeform
Value Date	12/02/2022
Tran Date	12/02/2022
Credit Amount	33,988.14 USD
Debit Amount	33,988.14 USD
Transfer Reference	New Pumper
Tnum	5029036

DEBIT ACCOUNT

Number	0502194747069
Name	CAPITAL BLDG.VEHICLE RESERVE
Type	Checking
Bank	MNTBANK

CREDIT ACCOUNT

Number	0502194747069
Name	GENERAL FUND MONEY MARKET
Type	Checking
Bank	MNTBANK

AUDIT INFORMATION

	Timestamp	User ID	Company
APPROVED	12/02/2022 02:01:47 PM	DI600SOUTHBAY	10248
ENTERED	12/02/2022 02:01:47 PM	DI600SOUTHBAY	10248

SETTLEMENT INFORMATION

	Timestamp
Extracted	12/02/2022 02:02:08 PM
Bank Confirmed	12/02/2022 02:02:09 PM

Continued

Transfer Details



Village of North Syracuse - 10248

REPORT TOTALS

Transfers		Total Credit Amount	
Transfers	(USD to USD)	33,988.14 USD	1

BUDGET TRANSFERS

BOARD APPROVAL NOT NECESSARY
USE BETWEEN THE **SAME** OBJECT ACCOUNTS

cc: Dianne

cc: w/requisition

From: (Account #): _____

To: (Account #): _____

Amount:

Reason: _____

BUDGET ADJUSTMENTS

BOARD APPROVAL NECESSARY
USE BETWEEN THE **DIFFERENT** OBJECT ACCOUNTS

From: (Account #): A1990.4 – Contingency Account

To: (Account #): A7180.22 - Pool Liner

Amount: \$8,000

Reason: _____

New Pool Cover – Not Budgeted – Emergency Safety Issue

From	To
Account #	Account #
()	()

Present Account Balance: \$ _____ \$ _____

Change: \$ _____ \$ _____

New Account Balance: \$ _____ \$ _____

Signature of Department Head
(To approve the transfer)

Tony
12/7/22

Date: _____

DEPT. USE ONLY:

321

VILLAGE OF NORTH SYRACUSE
REQUISITION FORM

FY

2022/2023

DATE STAMP

Requesting Dept

PARKS + Rec

Vendor: Name:

TARSON Pool + SPA

Address:

Account

Amount

A7180.22 \$8,000

W-9 ☐INSURANCE ☐HOLD HARMLESS ☐

DATE	QTY	DESCRIPTION	UNIT PRICE	TOTAL COST
11/21		NEW Pool COVER and installation OF COVER		
				\$8,000

Budget Transfer Attached ☒ YES ☐ NO

Authorized By:

B. G. R.

Date:

11/24/22

Date: 11-22-22

Date: 11-23-22

Date: 12/01/22

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

County Contracts

necessary

al quotations

ritten quotations / proposals

ounty Contract

Copy to
me
Need to find
the money
Continued



Village of North Syracuse
Regular Board Meeting
Thursday, September 8th, 2022 6:28 PM

- A7180.22

NEW BUSINESS:

RESOLUTION # 213-22

DISCUSSION ON KENNEDY POOL COVER-ANCHORS/BOLTS

Trustee Strong made a motion to authorize up to \$7,000 to get a new pool cover. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Strong, Wilmer, and Gustafson, all voting in favor of the same.

RESOLUTION # 214-22

**DISCUSS/REVIEW SYRACUSE HAULERS AGREEMENT: INCREASE
IN FUEL COSTS AS NOTED IN CONTRACT**

Trustee Strong made a motion to approve an expenditure of \$7,497.94 for Syracuse Haulers for add'l fuel costs that surpassed the 10% leverage in pricing as of 7/25/2022. The motion was seconded by Dep. Mayor Gustafson. Trustee Strong stated this is still underneath the bid price when we talked about transitioning to the lift, so it is still a savings, even with this add'l cost which we all know is going on. Dep. Mayor Gustafson stated she has been very happy with the service and Syr. Haulers also. Trustee Strong continued he has not heard 1 negative comment from anyone. He added he has talked to multiple people and they are all happy with this program. The Mayor stated at the very beginning there was a couple complaints, but then everybody kind of figured it out. Trustee Wilmer inquired about the pricing of fuel if it goes back down, do we get the reductions back again. The Mayor continued he believed they are visiting this. Village Clerk-Treasurer Kufel stated they are watching it, this is as of 7/25/2022. The Mayor added he thought the agreement that we have does float, if it goes up, if it goes back down; they will revert back. He explained we also have an option to extend for 2 more yrs., which he was sure we would be interested in extending, so we have an agreement if we decide up until 2025. Village Clerk-Treasurer Kufel verified yes, 2025. The motion was approved: St. Germain, Strong, Wilmer, and Gustafson, all voting in favor of the same.

DISCUSS/REVIEW NORTH SYR. VOL. FIRE DEPT. BUDGET TO THE TOWNS' FOR 2023 (VILLAGE '23-'24)

The Mayor stated the next item on the agenda Review of the Fire Dept. Budget going to the towns for 2023, it would be the Village 2023/2024. He explained they are proposing a 2% increase as requested by the towns and they gave a budget number to us yesterday and Village Clerk-Treasurer Kufel found that there were some corrections that needed to be made. He continued he thought she sent the Board the corrected. Village Clerk-Treasurer Kufel stated originally it was an 8.5% increase, but then they had adjusted things; actually, they removed completely the amount going to their reserve. She continued now it is at 2%, the main component was the LOSAP, the 62 going to 60 and then there was some post entitlement from last yr., for some of the firefighters that just started collecting; that we got a bill for. The Mayor added so they are giving us the detail, he explained he was O.K. that we do not vote at this



POOLS & SPAS

6071 EAST TAFT RD.
NORTH SYRACUSE, NY 13212
(315) 458-8800

22087

OWNER KENNEDY PARK DATE 9/9/22
ADDRESS 114 GROVE ST POOL SIZE 37x65
NORTH SYRACUSE 13212 STYLE RECTANGLE
TELEPHONE TONY 315-458-8050

I/WE THE OWNERS OF THE ABOVE DESCRIBED SWIMMING POOL AUTHORIZE TARSON SUPPLY CORP. TO PERFORM THE FOLLOWING SERVICES:

OPTIONS	DESCRIPTION (IF NECESSARY)	PRICE
<input type="checkbox"/> LINER	<u>GLI SAFETY COVER</u>	
<input type="checkbox"/> BEAD RECEPTOR		
<input type="checkbox"/> FACE PLATES	<u>3x3 SPACING</u>	
<input type="checkbox"/> GASKETS		
<input type="checkbox"/> WALL FOAM	<u>LAWN TUBES</u>	
<input type="checkbox"/> GLUE		
<input type="checkbox"/> DUCT TAPE	<u>SECURAPOL (STANDARD MESH)</u>	<u>7000.00</u>
<input type="checkbox"/> SPLINE	<u>PROMESH (PREMIUM MESH)</u>	<u>1200</u>
<input type="checkbox"/> BOTTOM REPAIR MATERIALS		
<input type="checkbox"/> FILTER		
<input type="checkbox"/> PUMP		
<input type="checkbox"/> POOL CLEANER		
<input type="checkbox"/> HEATER		
<input type="checkbox"/> PIPING		
<input type="checkbox"/> PRESSURE TEST LINES		
<input type="checkbox"/> POOL OPENING		
<input type="checkbox"/> POOL CLOSING		
<input type="checkbox"/> POOL APPRAISAL		
<input type="checkbox"/> FITTINGS		
<input type="checkbox"/> CHEMICALS		
<input type="checkbox"/> AUTOMATIC CHLORINATOR		
<input type="checkbox"/> EQUIPMENT RENTAL		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
MATERIAL SUBTOTAL		<u>7000.00</u>

OPTIONS	DESCRIPTION (IF NECESSARY)	PRICE
<input type="checkbox"/> LABOR	<u>INSTALLATION</u>	<u>1000.00</u>
LABOR SUBTOTAL		<u>1000.00</u>

POTENTIAL ADDITIONAL CHARGES

(00 PER HOUR PER MAN)

1. PRESENCE OF GROUND WATER.
2. HIDDEN DEFECTS SUCH AS RUSTED WALLS, OTHER THAN MINIMAL BOTTOM REPAIR, STRIPPED SCREW HOLES, FAULTY GASKETS, POOR PLUMBING INTEGRITY.
3. ANY OTHER WORK REQUIRED OR REQUESTED.

Customer is responsible for supplying water and disposal of old liner, unless arrangements are previously made with Tarson Supply Corp.

I/We acknowledge that I/we have read and understand the terms. Owner acknowledges that estimates are subject to increases and if defects or deficiencies are discovered during the performance of services. Owner hereby authorizes Tarson Supply Corp. to perform such services, and agrees to pay for such services upon completion.

A finance charge of 2% per month (24% per annum) will be imposed on all sums not received by Tarson Supply Corp. within 30 days of completion of services. Owner shall be liable for all court costs and attorney fees incurred by Tarson Supply Corp. relative to the collection of any portion of the sums billed to owner.

All warranties are null and void, unless complete payment is received within 30 days of billing.

MATERIAL & LABOR SUBTOTAL

(TAX EXEMPT)

TAX

SUBTOTAL

DEPOSIT

(DUE AT COMPLETION) TOTAL

NAME TONY BURKINS SHAW

SIGNATURE [Signature]

DATE 9-22-22

Anthony Burkinshaw

From: pool surgeons <pool surg1@hotmail.com>
Sent: Wednesday, September 14, 2022 1:22 PM
To : parksinfo
Subject: [External] Fw: pool safety cover

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.

Hi Tony

For you information, if you choose to install the cover yourself

Secure a mesh cover no install \$8455.04 plus tax or certificate

Pro mesh cover no install \$ 10055.65 plus tax or certificate

Thanks

Stacy

Stacy Farah
Pool Surgeons Inc.
5054 Bear Road
North Syracuse, NY 13212
315-452-4500
pool surg1@hotmail.com

From: pool surgeons
Sent: Wednesday, September 14, 2022 1:16 PM
To: parksinfo@northsyracusenys.org <parksinfo@northsyracusenys.org>
Subject: pool safety cover

Hi Tony

Please follow the link below to learn more about the 2 cover choices and 4 color options.

Please let me know anytime if you have any questions. This quote is good for 30 days and is based on a 40x65 rectangle.

If you do proceed I will have the guys come out to verify everything prior to ordering.

SECURE A POOL MESH COVER INSTALLED \$8955.04 PLUS TAX (OR TAX EXEMPT CERTIFICATE)

PRO MESH COVER INSTALLED \$10555.65 PLUS TAX

<http://www.glipoolproducts.com/Safety-Covers/>

Stacy Farah

Sales Order

TARSON SERVICE DIVISION
6071 East Taft Road
North Syracuse, NY 13212

Customer Name
KENNEDY PARK VILLAGE OF
114 GROVE ST
NORTH SYRACUSE, NY 13212

Phone: 315-458-8800
Fax: 315-458-7374
Email:

VILLAGE OF NORTH SYRACUSE
ATTN PARKS AND REC
600 SOUTH BAY RD
NORTH SYRACUSE, NY 13212

Salesperson 1: Robin

Created: 11/22/2022 11:15:40 AM
Completed: 11/22/2022 11:17:44 AM Customer Id: 10320
Register: SrvDesk2

Invoice **38048**

Sales Type: Inground Safety Co
Revenue Center: Sub Leska

Qty	Description	Price	Discount	Amount
1	SAFETY COVER CUSTOM ORDER	7,000.00		7,000.00
1	SAFETY COVER INSTALLATION	1,000.00		1,000.00

Sub Total	\$8,000.00
Discounts	\$0.00
Total	\$8,000.00
State Tax	\$0.00
City/County Tax	\$0.00
Amount Due	\$8,000.00
Notes/Balance Due Date Amount Paid	\$0.00
Balance	\$8,000.00

SPECIAL MESSAGE: Payment due at time of service.

RECEIVED

NOV 28 2022

Village of North Syracuse

§240-13 Village Center C-3 Districts.

A. Uses permitted in C-3 Districts shall be as follows:

- (1)** Retail and personal service.
- (2)** Professional and business office.
- (3)** Religious institution.
- (4)** Community center/private club.
- (5)** School.
- (6)** Mortuary and funeral home.
- (7)** Multiple-family dwelling.
- (8)** Public utility substation. (See § 240-48.)
- (9)** Accessory uses and structures.

B. Uses permitted in C-3 Districts upon issuance of a special permit shall be as follows (see Article VI):

- (1)** Public outdoor recreation.
- (2)** Indoor recreation.
- (3)** Drive-in service.
- (4)** Restaurant/bar.
- (5)** Hotel/motel.
- (6)** Shopping center.
- (7)** Residential units in combination with nonresidential use.
- (8)** ~~Motor Vehicle Service and Repair.~~

C. Uses prohibited in C-3 Districts shall be as follows: All other uses not enumerated above.

Notice to the Board of Trustees:

The Board wants to consider an amendment of the Village Code to add a new permitted use to the C-3 Village Center District. We are proposing adding a new paragraph (to be labeled (8) Motor Vehicle Service and Repair) to Section 240-13 B of the Code. This would allow an owner to operate a motor vehicle repair business in the C-3 designation upon the issuance of a Special Permit from the Village.

If the Board wants to proceed, here are some draft proposed Resolutions.....

Calling Public Hearing: Move the adoption of a resolution calling a Public Hearing commencing at 6:30 local time on _____ to consider adopting Local Law ____ of 2022, amending the Village of North Syracuse Code Section 240-13-Village Center C-3 Districts, by adding a new permitted use upon the issuance of a Special Permit to paragraph "B" of the Section to be labeled number "(8) Motor Vehicle Service and Repair." The purpose of the proposed amendment is to allow for the operation of motor vehicle service businesses in the C-3 designation subject to the issuance of a Special Permit.

SEQRA Decision: Move the adoption of a resolution declaring the adoption of the proposed Local Law ____ of 2022 to be a Type II action for the purpose of SEQRA compliance.

Decision: Move the adoption of a resolution approving the adoption of Local Law ____ of 2022 amending the Village of North Syracuse Code Section 240-13-Village Center C-3 Districts, by adding a new permitted use upon the issuance of a Special Permit to paragraph "B" of the Section to be labeled number "(8) Motor Vehicle Service and Repair."

RECEIVED
MAY 11 2022
VILLAGE OF N. SYRACUSE
CLERK/TREASURER

Dianne Kufel

From: Ed Ware
Sent: Thursday, December 1, 2022 1:23 PM
To: Pat Gustafson ; Chris Strong; Dianne Kufel; Fred Wilmer; LouAnn StGermain; Gary Butterfield
Subject: Basketball hoops

Good day to all.

I have a concern about basketball hoops that are placed along the road way.

- 1) It seem to be a safety issue for kids in the street.
- 2) 2) An obstacle for emergency responders.
- 3) 3) Leaf pick up: the DPW has to lay them down to pick up leaf piles or this could result in truck damage to the windshield or mirror.
- 4) 4) Snow plowing: the DPW has to swerve around them so the hoops or plow truck do not get damaged.

I have looked at our code and was unable to find anything prohibiting them. But from my Department, is there something we can adopt to help us do a better, more efficient job.

Thank you

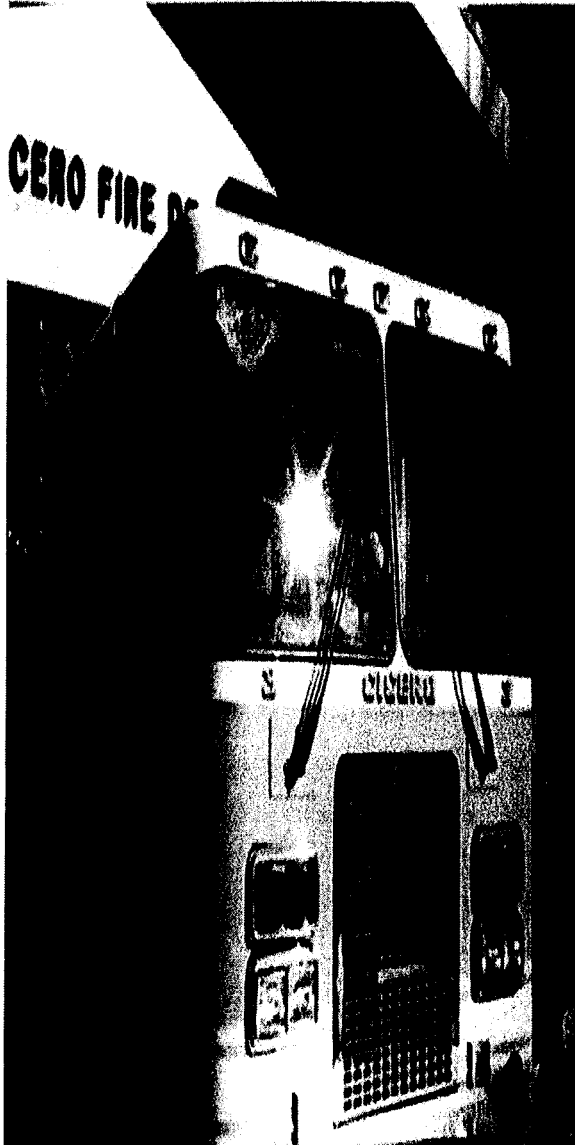
Ed Ware
Superintendent of Public Works
Village of North Syracuse

Ph. 315 458-0790
Fax 315 458-0988

dpw@northsyracuse.ny.org

Cicero Fire Department seeks town law to prohibit basketball hoops on edge of roads

- Published: May. 19, 2016, 2:08 p.m.
- Cicero fire department.jpg
- A Cicero Fire Department engine hit a portable basketball hoop in 2000 that was sticking out in the roadway. The department is working with the town to create a town ordinance that would prohibit the hoops near the road.
- *(Provided photo)*



- A Cicero Fire Department engine was damaged in 2000 when it hit a basketball hoop that was sticking out into the roadway.
- **CICERO, N.Y.** -- The Cicero Fire Department wants residents to stop leaving basketball hoops at the edge of the roadway.
- Fire department officials are working with the town of Cicero to create a new ordinance to prohibit residents from leaving the portable hoops where they pose a safety hazard to traffic.
- The Highway Law of the State of New York, Article 11, Section 319, prohibits obstructions that interfere with the use of the highway for public travel. But the town doesn't currently have an ordinance that addresses basketball hoops near the roadway, according to Cicero Supervisor Mark Venesky.
- Venesky said the ordinance would allow town code enforcers to warn residents about the hazards that the hoops pose to fire trucks and other vehicles.
- Fire department officials said they've experienced firsthand the dangers caused by basketball hoops being left at the edge of the street.
- In 2000, Cicero Engine #3 was responding to an alarm on Jerusalem Drive when a passing school bus was approaching in the oncoming lane. The driver of the engine was unable to avoid a collision with a basketball hoop that was sticking out into the roadway.
- As a result of this, the rim of the basketball hoop hit the passenger side of the windshield breaking it and causing the engine to not make it to the original alarm.
- In 2010, Cicero Engine #2 was responding to an alarm on Alizarin Avenue during the evening hours. The driver of the engine was unable to see a basketball hoop sticking out into the road as it struck the passenger side mirror breaking it and causing additional damage to the vehicle.
- "In both these instances, we are fortunate that no one was injured and it was unfortunate that damage was caused to both vehicles requiring them to be repaired and placed out of service," according to fire officials.

Chapter 304. Streets and Sidewalks

Article V. Recreation Equipment in Roadways

[Adopted 9-9-2019 by L.L. No. 4-2019]

§ 304-17. Statutory authority; title.

This article is adopted pursuant to the authority of § 10 of the Municipal Home Rule Law of the State of New York and shall be known as the "Portable Basketball/Recreational Equipment Law."

§ 304-18. Legislative intent.

This article is intended to ensure that portable basketball hoops and other recreational equipment are not placed or located along public highways and within the right-of-way where they have the potential to become safety hazards within the Village.

§ 304-19. Definitions.

As used in this article, the following terms shall have the meanings indicated:

PORTABLE BASKETBALL HOOP/RECREATIONAL EQUIPMENT

All of the components, including the pole, mounting backboard, rim, goal, net, base and all other associated hardware associated with basketball hoops or any other portable recreational equipment such as hockey goals, lacrosse nets, etc.

§ 304-20. Prohibited activities.

No portable basketball apparatus, hoop, pole, backboard or other recreational devices may be placed in or upon any public street or highway, or encroach upon any Village of East Syracuse right-of-way or public thoroughfare. In no event shall any such apparatus, hoop, pole, backboard or other devices be placed within 10 feet of any Village street line, or be placed so that the public street or sidewalk is the court or playing surface.

§ 304-21. Penalties for offenses.

Failure to comply with any of the provisions of this article shall be a violation and, upon conviction thereof, shall be punishable by a fine of \$100 for the first offense. Any subsequent offense shall be punishable by a fine of \$250.

§ 304-22. Severability.

The provisions of this article are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words, or parts of this article or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this article would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and as if such person or circumstance, to which the article or part thereof is held inapplicable, had been specifically exempt therefrom.

§ 304-23. When effective.

This article shall take effect immediately upon filing with the New York State Secretary of State in accordance with § 27 of the Municipal Home Rule Law.

Chapter 222. Vehicles and Traffic

Article VII. Obstructions at Sidewalks, Pedestrian Pathways and Public Road Rights-of-Way by Play and Sports Equipment

§ 222-18. Legislative intent.

This article is intended to promote the health, safety, and welfare of Town residents, Town personnel and equipment, motorists, and pedestrians who are in the public right-of-way and public sidewalks by prohibiting the placement of portable or permanent basketball hoops, play equipment, and/or sports equipment on public sidewalks and public rights-of-way. This section is not intended to regulate the placement or use of such equipment on private property.

§ 222-19. Word usage; definitions.

For the purpose of this article, the following terms mean:

BASKETBALL HOOP

A backboard, hoop with or without a net, or supporting apparatus designed or intended to be used to play basketball.

PUBLIC RIGHT-OF-WAY

A paved or unpaved highway, street or road, including lawn extensions and the portion of a driveway on public property, maintained by the Town of Blooming Grove for the use by the public.

PUBLIC SIDEWALK

A paved area between the curblines or the lateral sides of the roadway and the adjacent property lines intended for the use of pedestrians.

ROADWAY RIGHT-OF-WAY

The area located between the roadway and/or curbing and the private property line.

SPORTS AND/OR PLAY EQUIPMENT

Any fixed or portable equipment required to play an individual sport or athletic game.

STREET

The entire width between the boundary lines of every publicly maintained way or road that is open to the public for use or vehicular travel.

SUPPORTING APPARATUS

A post, pole or similar object that is either:

- A. Attached to a moveable support base and is designed or intended to support a basketball hoop with or without a net; or

- B. Affixed to the ground and is designed or intended to support a basketball hoop with or without a net.

§ 222-20. Prohibited acts.

It is unlawful to set out, install or maintain, or to allow the setting of, installation, or maintenance of any sports or play equipment, supporting apparatus, basketball hoops; or other obstructions on or along any sidewalk, pedestrian pathway, public right-of-way or easement, or street right-of-way on any sidewalk, or within the street. The permanent installation of sports and/or play equipment, supporting apparatus, and basketball hoops in street or public rights-of-way or easement are strictly prohibited.

§ 222-21. Authority to remove sports or play equipment and basketball hoops in street or public rights-of-way and sidewalks.

- A. Sports and/or play equipment and basketball hoops (portable or fixed) located on a street/public right-of-way, Town easement, or public sidewalk in violation of this article may be removed by the Town or a Building Inspector/Code Enforcement Officer or a law enforcement officer, with or without prior notice.
- B. Any sports and/or play equipment and basketball hoops (portable or fixed) located on a street or highway and/or Town street/highway right-of-way that obstructs the free flow of traffic and/or creates a clear and present danger may be removed with or without prior notice at any time by any enforcement officer for the Town and/or the Town Highway Superintendent.

§ 222-22. Notice of removal.

Any enforcement officer or department (including the Town Highway Superintendent) of the Town and/or enforcement officer serving the Town will without delay report the removal and the disposition of any sports/play equipment, supporting apparatus, basketball hoops (portable or fixed) removed as provided in this article to the Town Clerk and the Town Supervisor's office announcing, in writing, the date, location equipment was removed from, time of the removal, and where the equipment is safely and securely stored on behalf of the Town, and it will be the duty of such Town Clerk to ascertain to the extent possible the owner of the removed equipment or person having same in charge and notify them of the removal and disposition of such equipment and of the amount which will be required to redeem same. The removal and storage charge to be levied will be determined by the Town Board and so posted on the Town's Schedule of Fees and/or by Town Board resolution.

§ 222-23. Violation.

- A. Any person who shall violate any of the terms of this provision shall, upon conviction and/or plea thereof, forfeit said equipment and pay a fine of not less than \$50 for the first offense and not more than \$200 for each subsequent offense. A separate offense shall be deemed committed on each day during or on which a violation occurs and/or continues.
- B. Any person who shall violate any of the terms of this provision shall be liable for any and all damages caused by setting out, installing or maintaining, or to allow to be set out, installed, or maintained of any sports and/or play equipment and basketball hoops (portable or fixed) or other obstructions on or along any sidewalk, pedestrian pathway, public right-of-way, and/or street right-of-way on any sidewalk, or within the street.

NYLTAP Content - Cornell Local Roads Program

Is there any legal information on the placement of basketball hoops or other sporting equipment on or near the public Right of Way?

Anything put within the ROW can be considered an obstruction, this would include basketball hoops. Due to the liability to the town created by items placed within their ROW, NYS Highway Law Section 319: *Obstructions and their removal*, discusses removing them from the town's ROW.

The town has the right to remove these obstructions after proper notice is given. If they are not removed by the owner, the town may remove them and pass the charges for the removal to the owner. It has also been useful to notify the insurance company of the residences that have obstructions to put them on notice that they are also liable for the homeowner's actions.

Below is the text for Highway Law Section 319:

§319. Obstructions and their removal.

1. Obstructions, within the meaning of this section, shall include trees which have been cut or have fallen either on adjacent lands or within the bounds of the highway, in such a manner as to interfere with public travel therein; limbs of trees which have fallen within the highway, or branches of trees overhanging the highways so as to interfere with public travel therein; lumber, wood or logs piled within the bounds of the public highway; machines, vehicles and implements abandoned or habitually placed within the bounds of the highway; fences, buildings or other structures erected within the bounds of the highway; earth, stone or other material placed in any ditch or waterway along the highway; telegraph, telephone, trolley and other poles, and the wires connected therewith, erected within the bounds of the highway in such a manner as to interfere with the use of the highway for public travel.

2. It shall be the duty of each owner or occupant of lands situate along the highway, to remove all obstructions within the bounds of the highway, which have been placed there, either by themselves or by their consent. It shall be the duty of all telephone, telegraph, electric railway and other electrical companies, to remove and reset telephone, telegraph, trolley and other poles and the wires connected therewith, when the same constitute obstructions to the use of the highway by the traveling public. If temporary obstructions such as trees, lumber, wood, logs, machinery, vehicles and similar obstructions are not removed within forty-eight hours after the service of a notice, personally or by mail, upon such owner or occupant, requesting the same to be done, the town superintendent shall remove such obstruction. And if permanent obstructions, including, among others, telegraph, telephone, trolley and other poles and wires connected therewith, are not moved and reset within thirty days, the town superintendent shall move and reset such poles and wires. The expense thereby incurred shall be paid in the first instance out of moneys levied and collected and available therefor, and the amount thereof shall be charged against such owner, occupant or company, and levied and collected, as provided in section one hundred and fifty-seven.