

## VILLAGE OF NORTH SYRACUSE

### *Regular Board Meeting*

Thursday, March 23<sup>rd</sup>, 2023 @ 4:29 PM

North Syracuse Community Center

600 South Bay Road, North Syracuse, NY

*Facebook Livestreamed*

The Village of North Syracuse Regular Board Meeting began at 4:29 P.M. with Mayor Gary Butterfield asking everyone to join him in the Pledge of Allegiance.

**Roll Call:** Mayor Gary Butterfield, Trustee LouAnn St. Germain, Trustee Fred Wilmer, and Dep. Mayor Gustafson.

**Personnel Present:** Village Clerk/Treasurer Kufel, Codes Enf. Officer Brandy Fry, DPW Superintendent Ed Ware, Fire Chief Patrick Brennan, Parks Director Tony Burkinshaw, Police Chief William Becker, and Village Engineer Amy Franco.

**Personnel Absent:** Trustee Chris Strong (Excused), and Village Attorney Robert Germain.

**Public Hearing #1-4:29 PM:** Please take notice that a public hearing will be held by the Board of Trustees of the Village of North Syracuse regarding the specific project designated for the 2023 funding request for Comm. Development monies and will hear all persons in support of such matters, or any objections thereto. Persons may appear in person or by agent. The Village Board will meet at said time and place and will hear all persons in support of such matters or any objections thereto. The Mayor opened it up for discussion and asked if anybody had any thoughts on what we should do with the 2023 funding request from Comm. Dev. He spoke of talking at the last mtg. about Cross Country skiing, Pickleball Courts, adding more Basketball Hoops; anyone would like to speak in favor or against any of these ideas or if you have ideas, we are not aware of. He asked if anyone from the public would like to speak in favor or against. Mayor asked if anyone want to speak in favor or against, with no comments, he closed the public hearing.

### **RESOLUTION # 054-23**

### **APPROVAL OF BOARD MEETING MINUTES-MARCH 9<sup>TH</sup>, 2023**

Dep. Mayor Gustafson made a motion to approve the minutes (Facebook Livestreamed Audio Problem) from the March 9<sup>th</sup>, 2023, Board Meeting. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer and Gustafson, all voting in favor of the same.

### **RESOLUTION # 055-23**

### **GENERAL FUND ABSTRACT APPROVAL**

Trustee Wilmer made a motion to approve General Fund Abstract #22 in the amount of \$111,448.69 covering voucher #1381 thru #1460. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.



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**RESOLUTION # 056-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: From Reserve to cover the cost of Pedal Karts. Trustee St. Germain made a motion to approve the budget transfers from A2615P DWI Funds in the amount of \$1,966.00 to increase A3120.400 Pedal Kart for DWI Gog. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 057-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: This sale of equipment to assist with the purchase of the new Fire Dept. Silverado. Trustee Wilmer made a motion to approve the budget transfers from A2665 Sale of Equipment-Fire in the amount of \$1,170.50 to increase A3410.29 Fire Silverado. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 058-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer the insurance recoveries monies to cover the new street signs needed to replace the damaged. Dep. Mayor Gustafson made a motion to approve the budget transfers from A2680 Insurance Recoveries in the amount of \$2,400 to increase A5110.417 New Street Signs. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 059-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Monies rec'd from PTS Police Traffic Enf. To cover Overtime shifts worked. Trustee St. Germain made a motion to approve the budget transfers from A3389 Police-PTS-Traffic Enf. Rev. in the amount of \$2,378.77 to increase A3120.142 Police-overtime PTS Enf. The motion was seconded by Trustee Wilmer. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 060-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Emergency server needed Village Hall side prompted by the new Police Watchguard server. Dep. Mayor Gustafson made a motion to approve the budget transfers from A1990.4 Contingency in the amount of \$9,250 to increase A1620.240 New Server Vlg. Hall. The motion was seconded by Trustee Wilmer. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.



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**RESOLUTION # 061-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer the insurance recoveries monies to cover the repairs to Police Vehicle Mtc. Trustee Wilmer made a motion to approve the budget transfers from A2680 Insurance Recoveries -Police in the amount of \$2,274.28 to increase A3120.476 Police Vehicle Mtc. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 062-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer monies from the American Rescue Funds to cover the DPW remaining after last budget renovations. Trustee Wilmer made a motion to approve the budget transfers from A3389N American Rescue Plan in the amount of \$4,294.96 to increase A5110.211 DPW Renovations. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 063-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer monies from the American Rescue Funds to cover the remaining go bags for the volunteers. Trustee Wilmer made a motion to approve the budget transfers from A3389N American Rescue Plan in the amount of \$1,511.76 to increase A3410.430 Fire Dept. Vol. Go Bags. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 064-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer monies from the American Rescue Funds to cover the generator at the Comm. Ctr. Trustee Wilmer made a motion to approve the budget transfers from A3389N American Rescue Funds in the amount of \$32,136.00 to increase A7181.27 Comm. Ctr. Generator. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 065-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer monies from the American Rescue Funds to cover the new Backhoe for the DPW. Dep. Mayor Gustafson made a motion to approve the budget transfers from A3389N American Rescue Funds in the amount of \$70,135.75 to increase A5110.26 DPW Backhoe. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and



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Gustafson, all voting in favor of the same.

**RESOLUTION # 066-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer monies from the Comm. Dev. Village Hall Grant to the Expenses for the Renovations. Trustee St. Germain made a motion to approve the budget transfers from A3389G Comm. Dev. Village Hall Grant in the amount of \$156,726.08 to increase A1620.2 Vlg Hall Renovations. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 067-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer this sale of equipment to assist with the purchase of the new Fire Dept. Silverado. Trustee St. Germain made a motion to approve the budget transfers from A2665 Sale of Equipment in the amount of \$42,998.50 to increase A3410.29 Fire Dept. Silverado. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 068-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Emergency for the Police Watchguard server, not budgeted software support. Trustee St. Germain made a motion to approve the budget transfers from A1990.4 Contingency in the amount of \$1,390.00 to increase A3120.2 Police Watchguard. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 069-23**

**BUDGET TRANSFER(S)**

The Mayor stated the transfer: Transfer the insurance recoveries monies from accident in the Village replacing Lightpoles/planters, etc. Dep. Mayor Gustafson made a motion to approve the budget transfers from A2680 Insurance Recoveries in the amount of \$14,891.82 to increase the following: A5182.22 Lightpoles in the amount of \$12,874, A8560.466 Planters \$1,028.27 and A5110.443 Rental of Lift \$989.55. The motion was seconded by Trustee Wilmer. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**OLD BUSINESS:**

**REVIEW/DISCUSS FEDERAL GRANT SUBMITTED-COMM. PROJECT FUNDING/**



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### **HERMAN DR.-CENTERVILLE PL. DRAINAGE**

The Mayor stated the next item on the agenda is Review/Discuss Federal Grant Submitted-Comm. Project Funding/Herman Dr.-Centerville Pl. Drainage: We were given a Federal Grant from Congressman Williams, originally for our Storm Sewer Project, but were told by 2 different sources that we really need to keep it under \$1,000,000 to stand a chance. He continued there were 4 possibilities and the 4 together were \$ 3.3 million. He added it does not make any sense, to submit for a project that would be turned down, because it is too much money; so, we cut it down to 2 and kept it under \$1,000,000, so we submitted and we will see what happens. He explained the 2 areas we selected are the 2 roads that flood down by Herman Dr., and also right here in front of Centerville Pl., the 2 of those together were \$800 and some thousand dollars.

### **UPDATE ON 118 GROVE STREET**

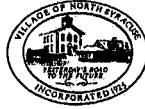
The Mayor stated the next item on the agenda, Update on 118 Grove St.: This has been ongoing, work has continued to be done, our Codes Enf. Officer is keeping track of that; and asked if she would like to say anything. Codes Enf. Officer Fry stated she would wait until there is a full Board, like we originally spoke on and wait for. The Mayor continued O.K. Codes Enf. Officer Fry continued yes; he has been working with us along the way.

### **ANNOUNCE MAIN ST. GRANT SUBMITTALS: AWARDS TO BUSINESSES**

The Mayor stated the next item on the agenda, we had some Main Street Grant Submittals, there were 4 of them, we rec'd notice that we were successful on 3 of them; unsuccessful on 1: Businesses Awarded Grants: Nesticos are putting a Mural on their bldg., Ferguson Funeral Home for new painting and siding, Mugshotz is upgrading their exterior. He continued Morales Collision which was attempting to purchase the old Mobil location to knock that down and turn into a parking lot, was not chosen unfortunately, but can try again at some point or can continue to try. He shared it was on his behalf that we submitted for but again they were not chosen.

### **INFORMATIVE: DESIGNATED COMMITTEE FOR THE ENGINEERING COMPONENT OF THE 2022 TAP SIDEWALK PROJECT**

The Mayor stated the next item on the agenda is Informative: designated committee for the engineering component of the 2022 Tap Sidewalk Project: We were awarded a substantial grant for sidewalks, we are following the process, there are 15 pre-approved engineering firms that the state tells us to pick from. He continued letters have been sent to 15 engineering firms, and tomorrow is the deadline, so far; we have rec'd 2 or 3. He added David Robinson is heading a 3-member committee to



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bring the recommendations of the engineering firm they chose to do the design work for the sidewalks. He explained we need to receive documents by tomorrow, then they will do their selection process, and bring it to us.

**PUBLIC HEARING REMINDERS: APRIL 13, 2023-6:27 PM: REGARDING BASKETBALL HOOPS IN ROADWAY, ALLOWING TO EXCEED THE 2% TAX CAPS, POTHOLES/DEFECTS IN ROADWAYS**

The Mayor stated next on the agenda are Public Hearing Reminders: April 13<sup>th</sup>, 2023 at 6:27 PM Regarding the following:

- 1) Basketball Hoops in Roadway
- 2) Allowing to Exceed the 2% Tax Cap
- 3) Potholes/Defects in Roadways

**NEW BUSINESS:**

**REVIEW/DISCUSS "NOT TO EXCEED" TO ASSIST CODES DEPT. TO PROVIDE AN UPDATED ZONING MAP**

The Mayor stated the next item on the agenda is Review/Discuss "Not To Exceed" To Assist Codes Dept. To Provide An Updated Zoning Map: We reached out to CHA and asked them to assist in coming up with a "Not To Exceed" number, did you come up with a number for us. Mrs. Franco stated we did not, because Codes Enf. Officer Fry and the Codes Clerk are still working on the workups, and per her correspondence today; it would be end of summer, early fall. Discussion took place back and forth agreeing to allow Codes to complete the list of changes and get a precise amount in the fall.

**RESOLUTION # 070-23**

**REVIEW/DISCUSS/APPROVE SPECIFIC PROJECT FOR THE 2023 COMM. DEV. FUNDING TO BE FACILITATED IN 2024**

The Mayor stated the next item on the agenda is to approve a specific project for the 2023 Comm. Dev. funding to be facilitated in 2024: We had a Public Hearing with no comment, and he asked the Trustees for their ideas. Much discussion went back and forth re: Heritage Park for Pickleball, Cross Country Skiing, and Lighting; Kennedy Pk.: Basketball Hoops, Splash Pk. and Splash Pad and going for the \$150,000 grant amount. It was also mentioned this could also be a part of the updates to the 5 Yr. Plan. Dep. Mayor Gustafson made a motion to designate: Heritage Pk. for Pickleball and Lighting for the \$150,000. The motion was seconded by Trustee Wilmer. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 071-23**

**SEQR FOR THE 2023 COMM. DEV. FUNDING TO BE FACILITATED IN 2024**



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Dep. Mayor Gustafson made a motion for SEQR determination to be an Unlisted Action with No Environmental Impacts, for the 2023 Comm. Dev. Funding to Be Facilitated in 2024. The motion was seconded by Trustee Wilmer. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 072-23**

**DISCUSS/REVIEW/APPROVE SOFTWARE SUPPORT FOR THE  
PAYROLL SYSTEM-WILLIAMSON LAW BOOK**

Dep. Mayor Gustafson made a motion authorizing the Mayor to sign the Software Support Agreement for the Payroll System-Williamson Law Book for 4/1/23-3/31/24 with the \$135 increase. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**RESOLUTION # 073-23**

**DISCUSS/REVIEW/APPROVE SOFTWARE SUPPORT FOR THE  
ACCOUNTING SYSTEM-WILLIAMSON LAW BOOK**

Dep. Mayor Gustafson made a motion authorizing the Mayor to sign the Software Support for Accounting System Agreement with Williamson Law Book for 4/1/23-3/31/24 with the \$166 increase. The motion was seconded by Trustee St. Germain. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

**DISCUSS THE CHANGING OF VILLAGE TAX LEVY: ALLOWING FOR AN INCREASE FROM  
\$37,400 TO \$58,399 IN INCOME FOR THE SENIOR CITIZEN TAX EXEMPTION**

The Mayor stated the next item on the agenda is the Village Tax Levy: Allowing For An Increase From \$37,400 to \$58,399 In Income For The Senior Citizen Tax Exemption: As many of you have heard, the legislature and Gov. Hochul have passed allowing municipalities to increase the income limit creating a benefit to our seniors. He continued Village Clerk-Treasurer Kufel spoke with the assessors of each town, they can run a report of who is getting the current and the project and he turned it over to Village Clerk-Treasurer Kufel. Village Clerk-Treasurer Kufel stated nobody is actually doing it in the Town of Clay yet, or the Town of Cicero or the school district either. She continued the Town of Salina has adopted it and the Village of Fayetteville has adopted it. She added this legislation pretty much came from down NYC area basically. She explained so after speaking with the assessors, they felt we should all get on the same page, whether we are all going to pass it or not. She stated he and she both did not think \$58,399 was a good mark for our Village. She continued they felt more like \$42,000 or \$43,000 or something, if we wanted to increase it, but we are not quite there yet. She added it has to be adopted by March 1<sup>st</sup> and we just missed that date. She added they ran a couple of reports and my estimate would be right now probably a loss of about \$175,000 worth of revenue for the Tax Levy. She explained that is just her



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estimate after what they ran, something to consider, and suggested the assessors may want to meet with the Mayor; school district to get all on the same page to pass it all together; this does not have to be done tonight.

**CITIZENS' VOICE:** The Mayor invited anyone that would like to share concerns or thoughts via Facebook to address the Board.

**Pat Ferguson of 215 S. Main St.** stated she rec'd the letter stating they got a piece of the grant and stated thank you.

**Gary Shelley of 122 Palmer Dr.** spoke of boulder in his driveway and the stop sign being removed from Palmer Dr. and Reed; people going 50 mph. Police Chief Becker will set up detail to monitor speed.

**Terry Caviness of 102 S. Main St.** shared negative feelings towards doing business in the Village.

**Vera Desimone of 304 Belmore Dr.** stated we have all started our mtgs. for the Family Festival and she wants to commend Parks Dir. Burkinshaw who is doing a beautiful job of taking a lot of work and doing what he has to do.

The Mayor asked if anyone else would like to speak and closed Citizen's Voice.

**ATTORNEY REPORT:** (Robert Germain): No Report. (Absent).

**ENGINEER REPORT:** (Amy Franco): No Report.

**DEPARTMENT HEAD REPORTS:**

**Police Department: (Police Chief William Becker):** He stated the following:

- Will support on 4/1<sup>st</sup> Easter Egg Hunt and 4/2<sup>nd</sup> for Bunny Breakfast
- Both officers in Tampa for Drug Recognition Course almost done; passed successfully
- So far for March: 565 Total Calls for service, 244 Property Checks, 9 Domestic, 15 Motor Vehicle Accidents, 78 Traffic Stops, 43 Traffic Tickets, 16 Criminal Arrests

**Fire Department: (Fire Chief Patrick Brennan):** He stated the following:

- Codes Dept.: Open communication and excellent relationship, i.e.: Van Mara, and other structures that we have that, and appreciate some of the issues out there from Public Safety perspective; Thank you





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- 102 S. Main St., he knows the Fire Dept had Codes Enf. Officer Johnstone over there for some code issues in the past, for fire calls that we have had there. He explained when we have a change of occupancy or they make changes to or modifications, they do have to submit a plan, but he just wanted to let you know that there is always; as you know more to the story there, but the Fire Dept. has some history with that facility
- 444 S. Main St.: Drove by today and they have temporary heat in the bldg. now with a propane cylinder is out there, he already has a concern with trying to get into the facility; now we have a fairly large propane cylinder that is out there and really not the road way or the hydrants
- Town of Clay has really been in the North Syracuse Fire District along the Rt. 11 corridor, pushing a huge effort for Fire Insp. and have been sharing information with us, so appreciate that very much
- 2 members in EMT Class in Fire Dept., graduating in May, and getting their EMT state certification for being an EMT; they are younger, energetic and doing very well
- Update: Transfer for Chevy Pickup Truck involved in accident out here, spoke with insurance co., and the Collison Mgr. in Albany, waiting 2mos. to get an adjustor there; they are thinking it may be totaled. With upcoming elections, the goal of getting rid of 1 of those vehicles, but having been without it; we may need to keep that, because we are in dire need of vehicle for people to take training, and running around to do errands for Fire Dept. business

**Public Works Department: (DPW Sup't.: Ed Ware):** He stated the following:

- Next Bulk Trash is April 3<sup>rd</sup>, residents need to call ahead by March 31<sup>st</sup>, cut off is 3:00 PM
- Started picking up brush, out raking lawns, when it dries up; we will work on lawn damage; we have a list of certain things we are doing
- Looking into Stormwater repairs

**Parks and Recreation Department: (Parks Director: Anthony Burkinshaw):** He stated the following:

- There is a Parks Laborer position in question right now, our Parks Laborer has interviewed for a Police position, and he got a 2<sup>nd</sup> call back today; he is going to find out more of what is entailed, he would like to go ahead and get the position posted and start accepting applications and see if we can possibly fill that position. It is a big part of what we do, both here at the Comm. Ctr. and the pks. being open in April and Vlg. Hall, but it is a lot for 1 person, so if we can keep him a little bit, part-time, and put another person in there or find another spot, he does not want to wait any longer, because if he ends up getting the position it could start as early as next month
- 4/01/23- Easter Egg Hunt, have spots available for residents, must pre-register to attend
- 4/02/23-Bunny Breakfast, pay at door, encourage everyone to come, fundraiser: Festival



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- 4/27/23- Family Festival Mtg.: 6:30 PM at Comm. Ctr., welcome if anyone wants to attend

**Codes Department: (Codes Enforcement Officer: Brandy Fry):** She stated the following:

- 4/20/23: Planning Comm. Mtg. to Review 445-447 S. Main St.- Immune Tek Bio Ctr.
- Dept. projected Budget deficit for yr., cause: Immune Tek could not obtain permit in the yr.
- Zone: Residential and RM, open style Frt. Yd. Fencing: Currently 42", Proposes construction standard 48", continuing 10' setback from property line like trees and plants; no concern for visual accessibility
- 130 Van Mara Dr.-Codes/DPW fenced off unsafe structure, condemned by previous Codes Enf. Officer, with no response from bank; re placard, beyond repair, wants: Emergency Demo

**Clerk-Treasurer: (Village Clerk-Treasurer Kufel):** She stated the following:

- Report on Chg. Point Station: Revenue to date \$185
- Working on Financial Statements, closed thru January, anticipate February by weekend
- New Budget Model out by next wk., some short falls, many transfers tonight and expect more; new Permit is huge: That is part of Budget for Grant
- New yr. coming, everybody label rec's: New Budget, Old Budget

**DEPUTY MAYOR-TRUSTEES REPORT:**

**Trustee St. Germain:** No Report.

**Trustee Strong:** No Report. (Absent).

**Trustee Wilmer:** He stated the following:

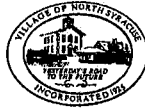
- Glad to be back, thanked everyone for cards and prayers too

**Dep. Mayor Gustafson:** No Report.

**MAYOR'S REPORT:**

He stated we have an Open House tomorrow, Friday, March 24<sup>th</sup> at 1:00 PM. He continued everyone is invited for our Ribbon Cutting for the Addition and Renovations to Community Ctr. He added Cty. Executive Ryan McMahon is going to be there to cut the Ribbon and hoped our residents will stop by.

The Mayor stated he would entertain a motion to go into Executive Session to discuss about personnel issues, there will not be any business afterwards.



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Trustee Wilmer made a motion to enter into **Executive Session** at 5:37 P.M. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting favor of the same.

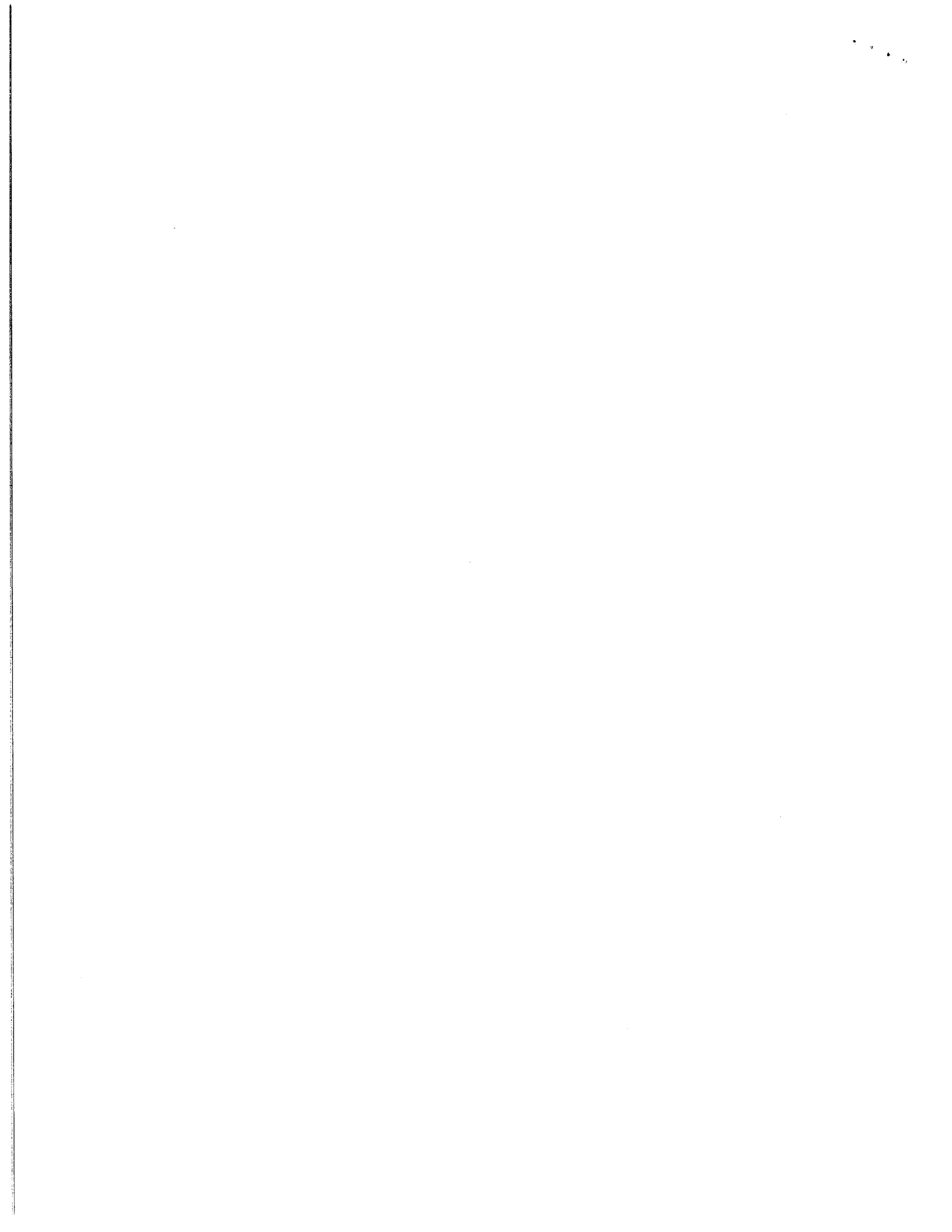
Trustee Wilmer made a motion to return to **Regular Session** at 6:52 P.M. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting favor of the same.

Trustee Wilmer made a motion to adjourn at 6:53 PM. The motion was seconded by Dep. Mayor Gustafson. The motion was approved: St. Germain, Wilmer, and Gustafson, all voting in favor of the same.

Respectfully submitted,

Dianne M. Kufel  
Village Clerk-Treasurer

DRAFT



**RECEIVED**  
FEB 13 2023

Village of North Syracuse

## **SERVICE AGREEMENT**

This Agreement shall be made effective as of the date identified in Appendix A - Fees and Charges. The Agreement shall be by and among (1) **Village of North Syracuse**, the "Employer" identified in Appendix A - Fees and Charges, (2) Lifetime Benefit Solutions, Inc. ("LBS") with its principal place of business at 333 Butternut Drive, Syracuse, NY 13214, and (3) the Employer's "Plan" as identified in Appendix A - Fees and Charges, and sets forth the basis on which LBS agrees to provide administrative services for the Plan. Allowable Plan types associated with this Agreement are Flexible Spending Accounts (FSA), Limited Purpose Flexible Spending Accounts (LPFSA), Health Reimbursement Accounts (HRA) and Qualified Transportation Benefits (QTB).

In consideration of the mutual covenants contained herein, the Employer and LBS agree as follows:

### **I. Claims Administration**

#### **a. The Employer shall:**

- 1) Furnish LBS with copies of all Plan documents and any Summary Plan Description, if applicable, in existence on the effective date of this Agreement, and shall promptly provide LBS with copies of any such subsequent Plan amendments and changes to the Summary Plan Description, other than any document which is identical to a document LBS helped prepare.
- 2) Operate the Plan consistent with the Plan Documents and this Agreement.
- 3) Determine and periodically provide LBS with a list (Web enrollment or electronic file preferred) of the employees eligible to participate in the Plan, including full enrollment records (demographic and Plan elections/contributions) at least thirty (30) days before the beginning of each Plan year.
- 4) Provide LBS, via electronic file, with a listing of employer Plan contributions, and FSA, LPFSA and/or QTB Plan contributions deducted from each participant's paycheck (including the amount and frequency). In the absence of a file, LBS will post contributions based on enrollment form data.
- 5) For HRA and QTB Plans only: Notify LBS of the date contributions which are not used to pay expenses incurred in a Plan year should be credited to participants' accounts and be available to pay expenses incurred in the next Plan year.
- 6) Comply with LBS' Electronic Data Interchange (EDI) formats for transfer of electronic data.

- 7) Send LBS any other information or data required and requested by LBS to perform the services specified in this Agreement.
- 8) Comply with all Plan reporting and disclosure requirements under the Internal Revenue Code of 1986 (the "Code") and, if applicable, the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, and other laws and regulations.
- 9) Authorize LBS to electronically withdraw funds from the Employer's specified account(s) for claim reimbursement payments.
- 10) For FSA, LPFSA and HRA Plans only: For each participant who elects the Automatic Claims Transfer option, authorize the insurance carrier to transfer eligible expense information directly to LBS for processing FSA or HRA claims.
- 11) For HRA, FSA and LPFSA Plans only: LBS may rely on the accuracy and validity of information described in Section I(A)(10) and any other information received from the insurance carrier to process HRA, FSA and/or LPFSA claims and to adjudicate debit card transactions.
- 12) If the Employer elects the debit card option for debit card payments to be made directly to service providers:
  - i establish such accounts, enter into such written agreement(s), and sign such documents as are required by debit card Bank. (or other service provider selected by LBS) for participants to have claims paid through debit cards, including entering into a deposit account agreement, unless waived by debit card Bank, and signing an "Automated Clearing House authorization" for automatic debits and credits; and
  - i at all times, maintain in the account from which automatic debits will be drawn and to which automated credits will be transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or required by the bank selected by debit card Bank) to present automatic debits and credits.

Note: Notwithstanding the above and any other provision of the Agreement, the debit card may not be elected for certain restricted purpose HRAs.

- 13) Disclose in writing and in advance to participants any fees, charges or expenses that may be deducted from their accounts, including, but not limited to, charges for reimbursement payments made outside the reimbursement

schedule specified in this Agreement, check stop payment charges and charges for additional debit cards.

- 14) Review all periodic reports, including contributions, check registers, account balance detail and any other reports as may be provided or requested, for accuracy. In the event the Employer fails to notify LBS of any issues, errors and/or incorrect data within 90 days of the report date, the accuracy of the report is deemed accepted and LBS shall be released from any financial obligation with respect to any issue, error or incorrect data in the report.

b. LBS shall:

- 1) Provide the Employer with claims reimbursement forms and instructions and provide participants customer service support for the Plan.
- 2) Provide the Employer with EDI specifications to conduct electronic file transfer.
- 3) Maintain a list of participants based on information provided by the Employer pursuant to paragraph I(A)(3) above.
- 4) Process claims and issue account statements in accordance with this Agreement and LBS' standard claim administration procedures and practices; make participant statements accessible to participants on LBS' website. For LPFSA Plans, "standard claim administration procedures" means LBS' standard claim administration procedures for dental and vision only claims.
- 5) Defer to the Employer's final decision on any disputed claim and any other claim that the Employer may specify.
- 6) Issue claims reimbursement payments weekly. However: (i) if the normal claims reimbursement payment day is not a business day, claims reimbursement payments will be issued no later than the next business day, and (ii) if the Employer elects the Debit card option for debit card payments to be made directly to service providers, payments made directly to the service providers shall be made at any frequency and amount, subject to any minimum amount that may be required by an individual service provider.
- 7) Request substantiation receipts from participants for debit card transactions, unless LBS can otherwise substantiate transactions. If a participant transaction cannot be substantiated, LBS has the right to discontinue the Debit card for that participant.
- 8) Enforce a \$30 minimum for claim reimbursement checks, except: (i) as noted above, for payments to service providers in accordance with the debit card

option; and (ii) final payment for claims made before the end of the run-out period (described in subsection (9) below).

- 9) Allow a run-out period, as identified in the Plan Document, following the end of each Plan year for submission of claims incurred during the Plan year.
- 10) Make reports accessible to the Employer on LBS' website.
- 11) Make LBS' Enrollment website service available to the Employer to: (i) allow the Employer to input enrollment information; or (ii) for FSA, LPFSA and QTB Plans, allow the participant to input enrollment information.
- 12) Make electronic enrollment communications accessible to the Employer on Lifetime Benefit Solutions' websites. LBS reserves the right to charge for hard copy enrollment kits as set forth in Appendix A.
- 13) If requested by the Employer, produce special reports of a non-routine nature and provide special services; provided, however, the cost of such reports and services shall be borne by the Employer and shall be in addition to the fees provided in Appendix A - Fees and Charges.
- 14) Maintain a record of all Plan paper claims, standard and special reports, employee elections and/or employer contributions, and design specifications for a period of one year following the Plan year the report was created, the Plan year for which the employee election and/or employer contribution was made, or the last Plan year the design specification applied (as the case may be), unless its obligation to retain the same ends sooner pursuant to Section VII. LBS will scan and retain manually submitted claims in electronic form for a period of six years. LBS will retain debit card claims data in electronic form for a period of six years and such Debit card claim data will include the participant's name and Social Security number, the transaction number, payment date and payment amount. It shall be the Employer's responsibility to maintain records, data and information relating to the Plan for any longer period of time required under the Code, and if applicable, ERISA and other law.
- 15) Be available to consult with the Employer concerning any disputed claim, any changes to the claims administration procedures and practices, and benefit and Plan design issues.
- 16) For HRA Plans subject to Patient Protection and Affordable Care Act ("PPACA") external claim review requirements, contract with at least three organizations that qualify as an independent review organization ("IRO") under PPACA and make them available to conduct external reviews of adverse benefit determinations and final adverse benefit determinations.



LBS' contract with any IRO shall obligate the IRO to process and conduct external reviews in accordance with PPACA requirements and regulations issued there under. The fee for external claim review services is in addition to the fees listed in Appendix A. LBS shall inform the Employer of the fee for external claim review services before, or at the time, an external claim review is requested by a claimant. If the Employer declines to utilize the IROs for any external claim review, the Employer shall be solely responsible for satisfying PPACA external claim review requirements.

- 17) Periodically report to the Employer on matters of general interest with respect to the Plan including, by way of example, problems of a recurring nature, local situations, and potential misuses of benefits.
- 18) Provide the additional services indicated in Appendix A.

## **II. Relationship of the Parties**

The legal relationship of LBS to the Employer shall be exclusively that of an independent contractor. LBS shall process claims in strict accordance with the claims criteria determined by the Employer and communicated to LBS. LBS shall not:

- 1) have any discretion to approve or deny Plan claims, or any other discretionary authority or responsibility in the administration of the Plan;
- 2) have any authority or control with respect to the management or disposition of Plan assets, or hold any Plan assets;
- 3) if ERISA is applicable, be the "administrator" of the Plan as defined in Section 3(16) of ERISA, or a "named fiduciary" as defined in Section 402(a)(2) of ERISA, or a "fiduciary" as defined in Section 3(21) of ERISA, with respect to the Plan;
- 4) be responsible for ensuring that the Plan complies with any requirement under the Code and, if applicable, ERISA or other law, or be liable to the Employer or any person if the Plan fails to comply with any such requirement;
- 5) except for LBS' obligations set forth in Section V below, be responsible for ensuring that the Plan complies with HIPAA requirements, or be liable to any person if the Employer fails to comply with any such requirement; or
- 6) ensure payment of any Plan claim, or have any duty or authority to enforce the Employer's obligation to pay any Plan claim.

### **III. Employer's Representations**

The Employer represents to LBS that:

- 1) if ERISA is applicable, the Employer is the "administrator" of the Plan as defined in Section 3(16) of ERISA, or that another person (other than LBS) has been duly appointed by the Employer to be the "administrator";
- 2) all instructions and information received by LBS from the Employer or its representatives shall be authorized by the Employer and shall be in accordance with the terms of the Plan and HIPAA; and
- 3) the Employer shall notify LBS in writing prior to any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan.

### **IV. Fees**

The Employer shall pay to LBS a monthly administration fee during the continuance of this Agreement, and such other fees as set forth in Appendix A - Fees and Charges, subject to any changes made in accordance with this Section IV.

- 1) LBS may change any of its fees set forth in Appendix A - Fees and Charges by giving the Employer written notice of the change at least ninety (90) days prior to the effective date of the change.
- 2) If LBS will incur increased expenses as a result of a significant Plan change, LBS may also increase its monthly administration fee set forth in Appendix A - Fees and Charges. Such increase shall be commensurate with any anticipated increased expenses and shall be effective as of the date such Plan change takes effect. LBS will provide the Employer with written notice of the fee increase within sixty (60) days after being informed by the Employer of the Plan change. One-time fees may be assessed to reprocess any transactions affected by the Plan change if the change is communicated to LBS after the effective date or with less than ten (10) business days to effect the change in the system.

If monthly Plan participant counts change as a result of retroactive additions or terminations in employee elected accounts, LBS will issue a retroactive adjustment on the invoice generated immediately following LBS receiving the information necessary to effect said changes. The retroactive adjustment will not exceed more than 90 days for any one participant.

The retroactive addition of participants due to employer funded accounts for the Plan Year will result in retroactive billing back to the effective date of the employer funded account (date from which participants may submit incurred claims).

## **V. HIPAA Privacy and Security Requirements**

This Section V applies to FSA, LPFSA and HRA Plans only.

LBS acknowledges that it is a business associate (as defined in 45 Code of Federal Regulations (CFR) §160.103) of the Plan and, as such, is required to provide assurances that it will comply with the same privacy and security safeguard obligations that apply to the Plan with respect to protected health information. Therefore, LBS and the Plan and/or Employer will enter into a separate written agreement obligating LBS to comply with such privacy and security safeguard obligations, and to amend such separate agreement as necessary or advisable from time-to-time to comply with and reflect current or future legislation, regulations or rules relating to HIPAA. If LBS and the Plan and/or Employer fail to agree on terms of said separate agreement then, notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately upon written notice of termination to the other party, as set forth in Article VII of the Agreement, without penalty.

## **VI. Liability and Indemnity**

LBS does not insure or underwrite the liability of the Employer under the Plan. The Employer retains all responsibility for paying all claims made under the Plan and all expenses incident to the Plan.

LBS shall not be liable to the Employer, any participant, or any other person for: (i) any act or omission that is undertaken in good faith and is not found to constitute negligence, willful misconduct or a breach of this Agreement; (ii) relying on Plan documents, data or information provided to LBS by the Employer or its representatives; (iii) making any change to the Plan document, a Plan amendment, Summary Plan Description, Summary of Material Modification, or any other Plan related document, which LBS is directed to make by the Employer, its employee, broker, consultant, attorney or other agent; (iv) relying on instructions from the Employer or its representatives; and (v) following instructions of the Employer or its representatives before LBS has received written notice of any sale, acquisition, merger, reorganization or other similar change relating to the Employer's status as the sponsor of the Plan. LBS is entitled to conclusively rely on the authenticity of any notice or other communication received from another party so long as it reasonably believes the notice or other communication to be genuine. Furthermore, LBS shall not be responsible for losses caused directly or indirectly by conditions beyond its

reasonable control, including but not limited to war, natural disaster, strikes, interruptions of power, communications or data processing services.

The Employer and LBS each agree to indemnify and hold the other, and its directors, officers, employees, and agents, harmless against any and all claims, demands, losses, damages, penalties, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and disbursements) (hereinafter collectively referred to as "liability") arising under this Agreement where such liability is the result of the negligent act or omission of, or breach of this Agreement by, the indemnifying party or its director(s), officer(s), employee(s), or agent(s). If the Employer elects the LBS Debit card option for debit card payments to be made directly to service providers, the parties agree that the Employer's indemnification obligation hereunder covers any liability LBS may incur as a result of any failure to maintain in the account from which automatic debits are drawn, and to which automated credits are transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or such other service provider selected by LBS) or required by the bank selected by debit card Bank (or such other service provider) to present automatic debits and credits. The Employer and LBS each agree to provide the other with prompt notice of any written or oral claim or demand or of any facts that could result in an indemnification claim against the other party pursuant to this provision, and to afford the other party all opportunity, as is permitted by applicable law, to participate in the defense and/or settlement of such matter.

The provisions of this Section VI shall survive the termination of this Agreement.

## **VII. Term of Agreement**

- a. This Agreement is effective as of the date established in Appendix A - Fees and Charges and shall continue until terminated in accordance with one of the following provisions:
  - 1) By mutual consent of the parties.
  - 2) If the Employer elects the debit card option for payments to be made directly to service providers, by LBS immediately upon notice after any failure to maintain in the account from which automatic debits are drawn, and to which automated credits are transferred, any minimum account balance required by debit card Bank as per the terms of the separate Settlement Agreement with debit card Bank (or such other service provider selected by LBS) or by the bank selected by debit card Bank (or such other service provider) to present automatic debits and credits.

- 3) Upon thirty (30) days advance written notice given to LBS following LBS' failure to correct any material breach of this Agreement within thirty (30) days after receiving written notice of such breach.
  - 4) On the last day of the calendar month following the month in which one party gives the other parties written notice of its intention to terminate this Agreement (or on such later date specified in the notice).
  - 5) Upon the Employer's non-payment of any of the fees or charges set forth in Appendix A - Fees and Charges (or any additional fees or charges for services as agreed upon by the Employer and LBS) for a period of 30 days.
  - 6) For FSA, LPFSA and HRA Plans only, in accordance with Section V in the event of a breach of LBS' obligations under Section V.
- b. Provided the Employer has paid all fees and charges owed to LBS under this Agreement, upon termination of this Agreement and at the request of the Employer, LBS shall use its best efforts to transfer to the Employer (or successor service provider designated in writing by the Employer) such records, reports, data and information necessary for the continued administration of the Plan. The cost for transferring records, reports, data and information shall be billed to the Employer at the rate specified in Appendix A - Fees and Charges for non-routine services. If LBS does not receive a request to transfer such records, reports data or information by the earlier of the date 12 months after the date this Agreement is terminated or the date its obligation to retain the same ends under Section I, LBS shall have no further duty to retain any records, reports, data and information in its possession relating to the Plan.

### **VIII. Miscellaneous**

- 1) The Employer and the Plan agree not to disclose this Agreement, or any terms of this Agreement, to any other party without LBS' prior written consent, except as such disclosure may be required by law.
- 2) Any notice given to a party under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested, to the address for that party shown above, or to any new address for that party designated by notice. Any notice that is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt.
- 3) All understandings and agreements previously made by and among the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed or

terminated, nor any of its provisions modified or waived, except in a writing signed by all of the parties to this Agreement.

- 4) Headings herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 5) This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.
- 6) All legal questions pertaining to this Agreement shall be determined in accordance with the laws of the State of New York. The venue of any action arising under this Agreement shall be in Onondaga County, New York. The parties hereby waive all rights to a jury trial of any action arising out of this Agreement to the extent permitted by law.
- 7) This Agreement may be executed, as evidenced in Appendix A - Fees and Charges hereto, in duplicate, and each shall be deemed an original for all purposes.

*\*\*\*Balance of page intentionally left blank\*\*\**  
*\*\*\*Signature page to follow\*\*\**



IN WITNESS WHEREOF, the parties have executed the LBS Service Agreement and Appendix A – Fees and Charges effective as of the date identified in Appendix A - Fees and Charges.

**Lifetime Benefit Solutions, Inc.:**

By: \_\_\_\_\_  
Print Name: Patricia Mooney  
Title: President  
Date: \_\_\_\_\_

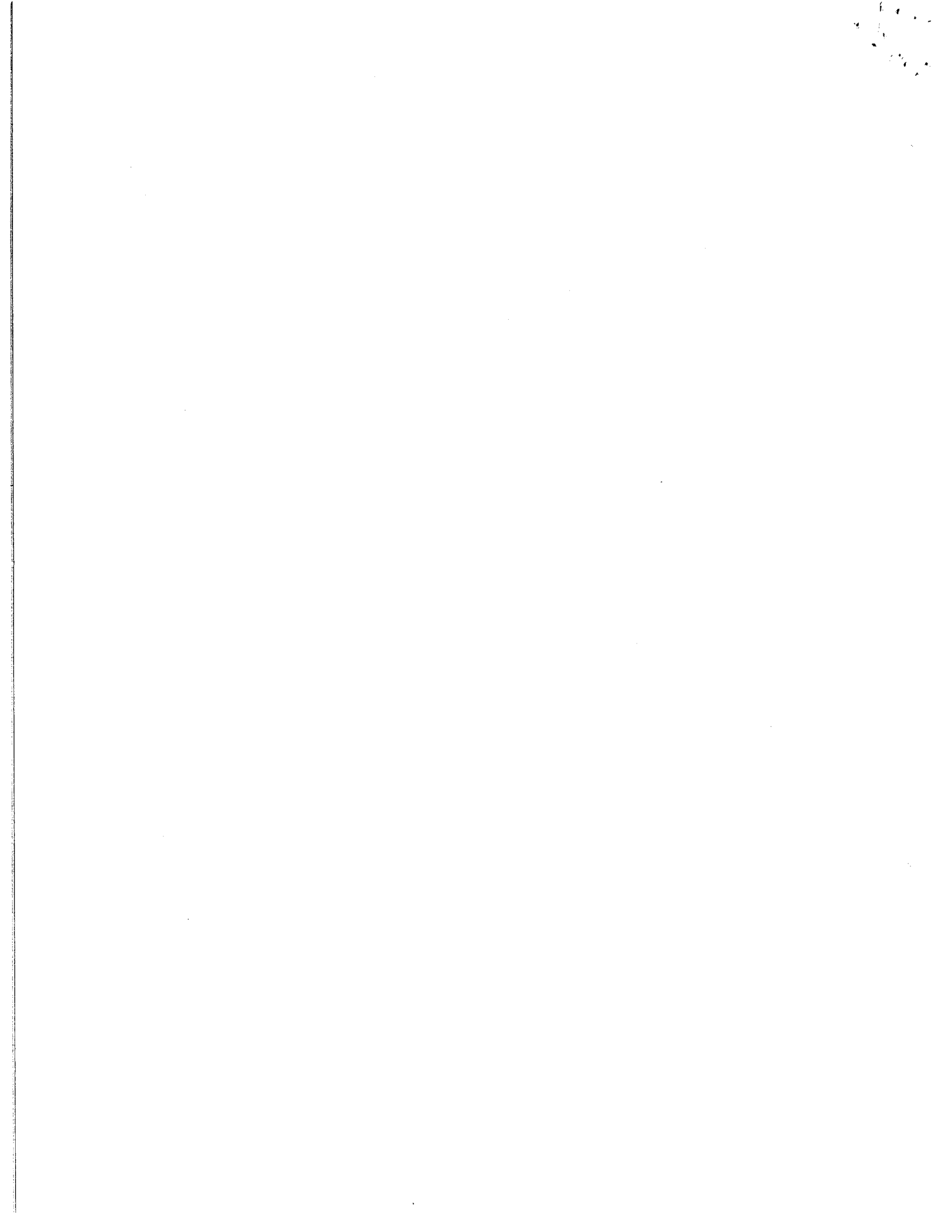
**Village of North Syracuse:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Plan:**

Signature of person authorized to sign on behalf of the Plan (i.e., Plan Administrator or member of the Administrative Committee as defined in the Plan Document).

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





PORTABLE BASKETBALL/RECREATIONAL EQUIPMENT LAW  
PROHIBITING BLOCKAGE OF ROADWAYS

LOCAL LAW NO \_\_\_\_ OF THE YEAR 2021

A Local Law of the Town of Cicero Prohibiting the Placement of Portable Private Basketball/Hockey or other Recreational Equipment in the Town Roadways and Otherwise Prohibiting Obstructing Roadways within the Town.

Be it enacted by the Town of Cicero as follows:

**SECTION 1. Statutory Authority; Title**

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

**SECTION 2. Legislative Intent**

This Local Law 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 Town.

**SECTION 3. Definitions**

Portable Basketball Hoop/Recreational Equipment-Shall mean 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.

**SECTION 4. Regulations**

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 Town road or 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 Town street line, or be placed so that the public street or sidewalk is the court or playing surface.

**SECTION 5. Penalties for Violation**

Failure to comply with any of the provisions of this Local Law shall be a violation and, upon conviction thereof, shall be punishable by a fine of \$100.00 for the first offense. Any subsequent offense shall be punishable by a fine of \$250.00.

**SECTION 6. Severability**

The provisions of this Local Law 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 Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law 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 Local Law or part thereof is held inapplicable, had been specifically exempt therefrom.

**SECTION 7. Effective Date**

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

PORTABLE BASKETBALL/RECREATIONAL EQUIPMENT LAW  
PROHIBITING BLOCKAGE OF ROADWAYS

LOCAL LAW NO \_\_\_\_ OF THE YEAR 2023

A Local Law of the Village of North Syracuse Prohibiting the Placement of Portable Private Basketball/Hockey or other Recreational Equipment in the Village Roadways and Otherwise Prohibiting Obstructing Roadways within the Village.

Be it enacted by the Village of North Syracuse as follows:

**SECTION 1. Statutory Authority; Title**

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

**SECTION 2. Legislative Intent**

This Local Law 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.

**SECTION 3. Definitions**

Portable Basketball Hoop/Recreational Equipment-Shall mean 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.

**SECTION 4. Regulations**

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 North 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.

**SECTION 5. Penalties for Violation**

Failure to comply with any of the provisions of this Local Law shall be a violation and, upon conviction thereof, shall be punishable by a fine of \$250.00 for the first offense. Any subsequent offense shall be punishable by a fine of \$500.00.

**SECTION 6. Severability**

The provisions of this Local Law 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 Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law 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 Local Law or part thereof is held inapplicable, had been specifically exempt therefrom.

**SECTION 7. Effective Date**

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

PORTABLE BASKETBALL/RECREATIONAL EQUIPMENT LAW  
PROHIBITING BLOCKAGE OF ROADWAYS

LOCAL LAW NO \_\_\_\_ OF THE YEAR 2018

A Local Law of the Village of East Syracuse Prohibiting the Placement of Portable Private Basketball/Hockey or other Recreational Equipment in the Village Roadways and Otherwise Prohibiting Obstructing Roadways within the Village.

Be it enacted by the Village of East Syracuse as follows:

**SECTION 1. Statutory Authority; Title**

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

**SECTION 2. Legislative Intent**

This Local Law 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.

**SECTION 3. Definitions**

Portable Basketball Hoop/Recreational Equipment-Shall mean 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.

**SECTION 4. Regulations**

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.

**SECTION 5. Penalties for Violation**

Failure to comply with any of the provisions of this Local Law shall be a violation and, upon conviction thereof, shall be punishable by a fine of \$100.00 for the first offense. Any subsequent offense shall be punishable by a fine of \$250.00.

**SECTION 6. Severability**

The provisions of this Local Law 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 Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law 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 Local Law or part thereof is held inapplicable, had been specifically exempt therefrom.

**SECTION 7. Effective Date**

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

Dianne Kufel

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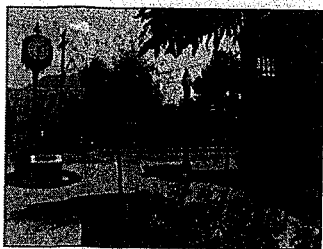
**From:** Dianne Kufel  
**Sent:** Saturday, April 8, 2023 2:22 PM  
**To:** 'john@germainlaw.com'  
**Subject:** FW: DENNIS EVERETT SANDRA LANE 04/03/2023 14:44  
**Attachments:** FOIL Response Letter \_203 Sandra Lane \_Denied 032423.pdf; Foil Response Letter \_209 Sandra Lane \_Denied 032423.pdf; DENNIS EVERETT SANDRA LANE.pdf

Hello John,

I'm inquiring as to what the next step is for the Village with the "appeal" of the FOIL request. As you recall, we denied the 2 adjacent properties and this Dennis Everett is not accepting the "unwarranted invasion of personal privacy.

Please advise.

Best,







RECEIVED

APR 03 2023

Village of North Syracuse

Dianne Kufel  
Clerk – Treasurer  
Village of North Syracuse  
600 South Bay Road  
North Syracuse, New York 13212

To: Pearl  
and  
Brandy

Re: Freedom of Information Law Appeal

Dear Dianne:

I hereby appeal the denial of access regarding my requests, which were made on March 20, 2023 and sent to you.

The records that are denied include copies of any survey maps your files may hold of both 203 and 209 Sandra Lane. I disagree with the denial based on an unwarranted invasion of personal privacy based on the following:

In the course of assembling background title and boundary research, I acquire copies of deeds, mortgages, wills and any other documents, including survey maps and plans, which may affect and/or describe a boundary of not only the subject parcel but any adjoining parcel as they share a common boundary.

In the course of performing the actual instrument field survey, I measure and document not only evidence of boundary monumentation affecting the subject parcel but also all adjoining parcels.

In addition to measuring boundary evidence, I measure all improvements anywhere near these common boundaries. These improvements may have been approved by the Village and documents relating thereto may reside in your files.

When I make a boundary determination, it affects not only the subject parcel, it affects all adjoining parcels. It is the division line between them. I need to be sure of the location of these adjoining parcels so as not to create a gore or overlap.

As required by the Freedom of Information Law, the head or governing body of an agency, or whomever is designated to determine appeals, is required to respond within 10 business days of the receipt of an appeal, please explain the reasons for the denial fully in writing as required by law.

In addition, please be advised that the Freedom of Information Law directs agencies to send all appeals and the determinations that follow to the Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231.

Sincerely,



Dennis Everett L.S.  
109 Parkway Drive  
North Syracuse, New York 13212

Section 704(b)(1)(B)(ii)

Section 704(b)(1)(B)(ii)

Dianne Kufel

---

**From:** David Robinson <dr1123@att.net>  
**Sent:** Wednesday, March 29, 2023 3:07 PM  
**To:** Dianne Kufel  
**Subject:** [External] Fwd: Complete Streets Engineer Recommendation

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.

Sent from my iPhone

Begin forwarded message:

**From:** dr1123@att.net  
**Date:** March 28, 2023 at 6:00:19 PM EDT  
**To:** mayor@northsyracuse.ny.gov  
**Cc:** jspenard@hotmail.com, mcd516@hotmail.com  
**Subject:** Complete Streets Engineer Recommendation

Mr Butterfield,

The Complete Streets Engineer Qualifications Panel consisting of Mike Duerr, Jeff Spenard and David Robinson met March 28, 2023. The panel sent RFQ requests to the 15 firms proposed by NY DOT. Three firms provided the requested information by March 24, 2023 the final date.

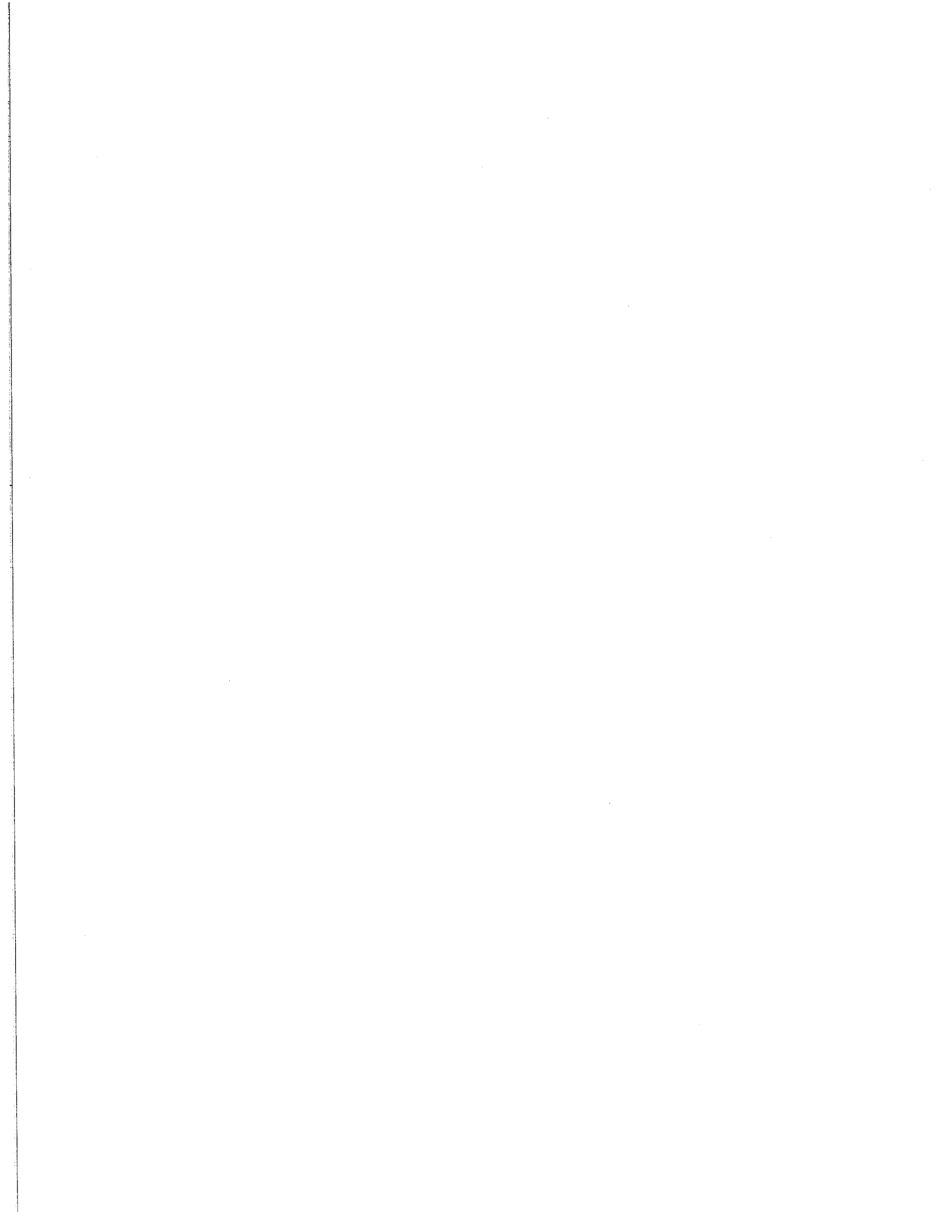
The three firms' submittals were reviewed using the Criteria for Evaluation provided each firm.

The panel's ranking is:

CHA Consulting Inc  
Fisher Associates  
C&S Companies

Thank you in providing Village residents an opportunity to participate in the Complete Streets Sidewalk Project.

David Robinson





OFFICE OF THE  
CHIEF

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

## North Syracuse Volunteer Fire Department

TO: Mayor Gary Butterfield  
FROM: Patrick J Brennan *PJB*  
Chief of Fire  
DATE: April 5, 2023  
RE: Fire Department Officers

**RECEIVED**

APR 10 2023

Village of North Syracuse

I am writing to inform you of the following elections that occurred at the Annual Elections of the Fire Department on April 4, 2023:

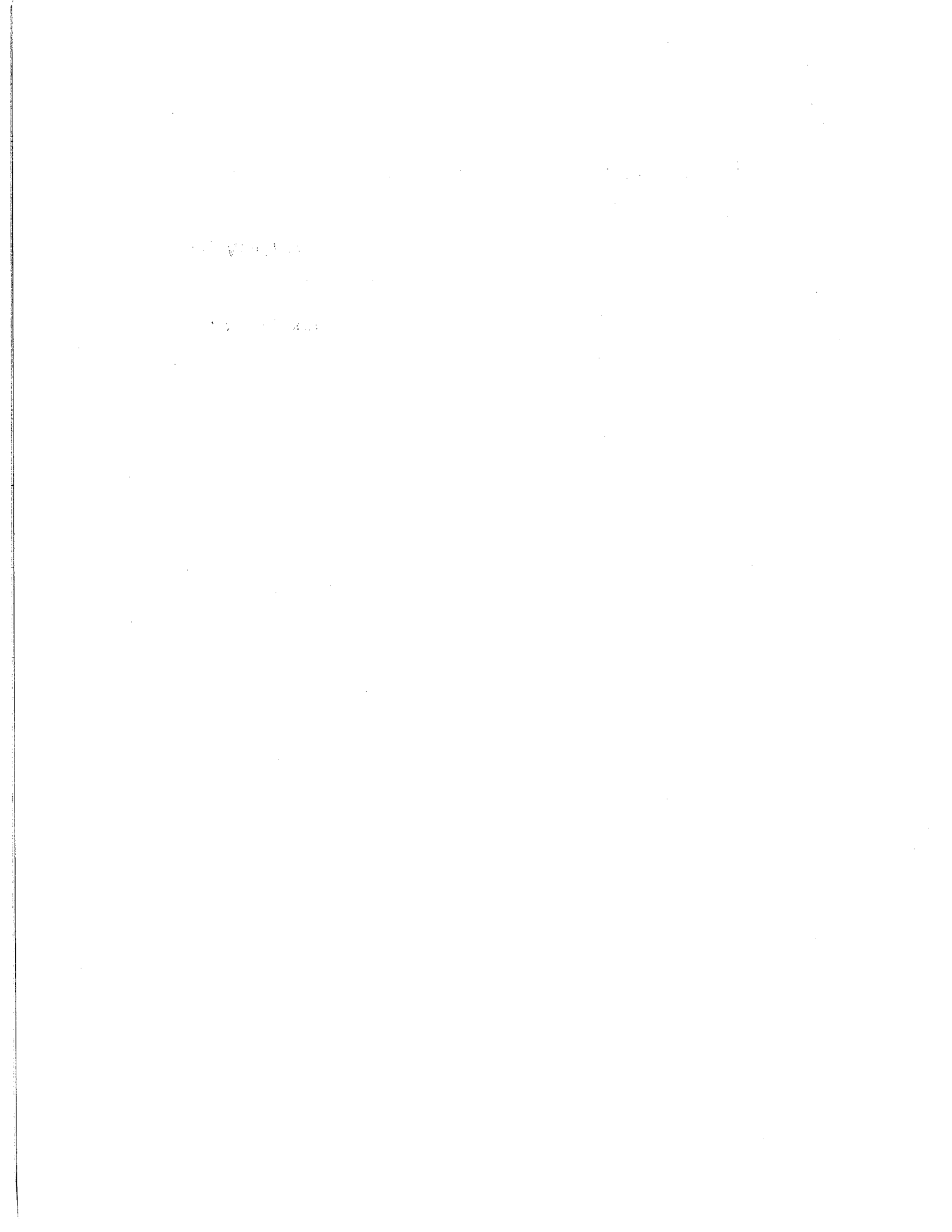
Chief of Fire	Richard Allen
Deputy Chief	John Linnertz
Assistant Chief	Jozsef Asztalos
Fire Warden	Patrick Brennan

Additionally, the following Line Officer appointments were made by the Fire Council:

Lieutenant	Brevin Nicholson
Lieutenant	Dante Mallaro
Lieutenant	Nathaniel Cisne
Lieutenant	Christopher Strong

These members will be sworn in to their positions on Tuesday, April 18, 2023

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



To: Mayor Butterfield and Board of Trustees

From: Ed Ware

Date: March 23, 2023

Cc: Dianne Kufel

I request permission to travel to Ithaca for the 2023 Highway School through the Association of Towns of the State of New York. The three day conference starts on Monday, June 5 and runs through June 7. I will be staying at the Country Inn & Suites, at the Government rate of \$134/night. I have attached Conference information.

Thank you.



Ed Ware

RECEIVED  
MAY 17 2023  
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Agenda  
4/13/23





# 2023 Highway School Registration & Conference Information

June 5 - 7, 2023  
Ithaca College

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Sponsored by The Association of Towns of the State of New York  
&  
The NYS LTAP Center - Cornell Local Roads Program

## Registration

Early registration fee on or before May 19: \$125.00. After May 19 attendees must register on-site at a fee rate of \$165.00.

Please Note: Cancellations received 10 days prior to event will be refunded minus a \$10.00 processing fee.  
No refunds will be given after the 10 day cancellation deadline.

Registration forms and checks made payable to the Association of Towns can be mailed to:  
Association of Towns, 150 State Street, Albany, New York 12207

Attendees can also register online and pay at [www.nytowns.org](http://www.nytowns.org). Online registrants will receive an email confirmation following payment acceptance. Only Visa and Mastercard are accepted.

On-Site Registration and early check-in is available between 3 and 5 p.m. on Sunday June 4 in the Glazer Arena of the Ithaca College Athletics and Events Center on the Ithaca College Campus. Conference check-in will resume Monday June 5 at 8 a.m.

## 2023 Highway School Topics

Road Drainage  
Drug Testing  
Purchasing  
Legal Panel  
Alternative Vehicles  
Managing Employees  
Pavement Preservation  
Funding Opportunities

## Conference Information

- **Meals:** Lunch will be provided at the conference on Monday and Tuesday.
- **Parking:** Parking is available on the Ithaca College Campus. However, if you require handicapped parking, please bring your own handicapped parking permit. There are a limited number of handicapped spaces available.
- **Expenses:** Actual and necessary expenses incurred while attending Highway School, including the registration fee, are proper municipal charges under Town Law, §116(12) and General Municipal Law, §77(b).
- **Credits For Attendance:** Attendees will automatically receive three credits in the highway category of the Association of Town's Certified Town Official Program. Attendees enrolled in the NYS LTAP Center - Cornell Local Roads Road Master Program will also receive credit towards Road Master levels III and IV when they earn their 5 or 10 year attendance award.

Contact Patty Kebea, Executive Meeting Coordinator, at the Association of Towns with questions at (518) 465-7933.

Stay up to date with current information about the Highway School on the web at:

Association of Towns - [www.nytowns.org](http://www.nytowns.org)

NYS LTAP Center - Cornell Local Roads Program - [nysltap.clrp.cornell.edu](http://nysltap.clrp.cornell.edu)



# North Syracuse Fire Department

# Memo

**RECEIVED**

APR 06 2023  
VILLAGE OF N. SYRACUSE  
CLERK/TREASURER

**To:** Mayor Butterfield  
Village Board

**From:** Deputy Chief John Linnertz

**Date:** April 6, 2023

**Re:** New Member for Fire Department

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Mayor Butterfield & Village Board:

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

Michael Lovetere  
207 Fletcher Drive  
North Syracuse, New York 13212

Mike is a prior member who is returning.

Cc: NSVFA/Computer Committee

