

## VILLAGE OF NORTH SYRACUSE Regular Board Meeting

Thursday, June 8th, 2023 at 6:30 P.M. **North Syracuse Community Center** 700 South Bay Road, North Syracuse, NY

"Facebook Livestreamed"

### **AGENDA**

- 1. Call to order
- 2. Pledge to the Flag
- 3. Roll Call
- 4. Minute Approval May 25<sup>th</sup>, 2023
- 5. Abstract Approval
- 6. Budget Transfer(s)

### **OLD BUSINESS:**

- a. Revisit Local Law #4-Proposing New Section re: Basketball Hoops/Position in Right of Way Fee or No Fee
- b. Review/Discuss/Approve adding Fire Department Administrator to Civil Service Roster
- c. Discuss Fire Department Administrator Effective 6/12/2023 Appointment of P. Linnertz @ \$35.00 an hour not to exceed \$35,000.00 per year
- d. Discuss/Approve Part-Time Police Officer Compensation

### **NEW BUSINESS:**

- a. Discuss/Approve the NSCSD Fuel and Wash Agreement; July 1, 2023-July 31, 2024
- b. Discuss/Approve the NSCSD Burnell Parkway Agreement; July 1, 2023-July 31, 2024
- c. Discuss/Approve Items for Auction DPW
- d. Discuss/Approve DPW Hiring Summer Part Time Help at \$15.00/hr- A. Thomas
- e. Discuss/Approve Parks Dept Hiring Full Time Parks CSEA Laborer II at \$19.50/hr D. Dolbear Effective 6/12/2023
- f. Discuss/Approve use of CHIPS funds to purchase 2023 CV515 SFA Bucket Truck for \$166,309.00 DPW
- g. Discuss Roads to Pave-Getting Quotes for Reed Rd., Woods Rd., Pleasant Ave., Herbert St.
- 7. Citizens' Voice (please limit your topic to 3 minutes or less)
- 8. Attorney Report
- 9. Engineer Report
- 10. Department Heads Report
- 11. Deputy Mayor and Trustees Reports
- 12. Mayor's Report
- 13. Adjourn (to Exec. Session if necessary)

GARY BUTTERFIELD MAYOR

## **BUDGET TRANSFERS**

## BOARD APPROVAL NOT NECESSARY cc: w/requisition

cc:	Dianne	

USE BETWEEN THE <b>SAME</b> OBJECT ACCOUNTS
From: (Account #):
To: (Account #):
Amount:
Amount.
Reason:
BUDGET ADJUSTMENTS  BOARD APPROVAL NECESSARY  USE BETWEEN THE DIFFERENT OBJECT ACCOUNTS
From: (Account #): <u>A 2770</u>
To: (Account #): A3620.46
Amount: 916.95
Reason: Reimbursement for hotels for Resident Relocation
From To Account # Account #  ( ) ( )
Present Account Balance:         \$           Change:         \$
New Account Balance: \$ \$
Signature of Department Head  (To approve the transfer)

Date:

## **BUDGET TRANSFERS**

### **BOARD APPROVAL NOT NECESSARY**

USE BETWEEN THE SAME OBJECT ACCOUNTS

cc: Dianne	
cc: w/requisition	

OSE BETWEEN THE <b>SAME</b> OBJECT ACCOUNTS	
From: (Account #):	
To: (Account #):	
Amount:	
Reason:	
BUDGET ADJUSTMENTS  BOARD APPROVAL NECESSARY  USE BETWEEN THE DIFFERENT OBJECT ACCOUNTS	
From: (Account #): <u>A3389</u> P	_
To: (Account #): <u>A3120.211</u>	_
Amount: \$\frac{4}{28,000}	
motorola Body Cans	
From To Account # Account # ( ) ( )	
Present Account Balance: \$\$  Change: \$\$  \$	

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

New Account Balance:

Signature of Department Head (To approve the transfer)

DEPT. UŞ	SE ONLY:			VILLAGE ( REC	OF NORTH OUISITION FO	SYRACUS DRM	E		CEV	ATE STAM	P
D			<b>A</b> -	FY [	22-33						
Requesting Vendor: N	Vame:	Motor	Ce pla So	lutions	3/	Account	Ar	ndvillage of	W-9		
A	Address:				A E	3389P	28,0	200	INSURA HOLD I PREVAI	IARMLI	ESS 🔲
DATE DIO	QTY  V	Bady	Cams	bes See Qu	SCRIPTION OTS /Wa	rranty		UNIT P	RICE	TOTAL 28,0	COST
			$\times$ Bod	yWom	Camera	Gran	**				
Budget Tran Authorized E Date:	5 K	Decki Decki			Approved by:  Mayor  Trustee  Trustee	ORDER	TOTAL BGB JANEA	Son	Date: Date: 5	28,00 5 12 11-12	23
\$10,00 \$15,00	to \$3,000 N to \$10,000 It to \$35 Or	ublic Works Co to quotes neces Written RFP ar Written RFP ar Suant to GML, S	sary 🦠 🦻 d Two (2) Pro	posals Proposals		\$0.00 to \$1,000 \$1,001 to \$3,00 \$3,001 to \$10,0 \$10,001+ Bid a	No quotes r 0 Two (2) ve 00 Three (3)	ng Contracts necessary rbal quotatio	ns 	oposals	KK5388 R01/2
16		Video Ma & Suppor	nager EL t Fee*	Vista V300	) Annual Do	evice Lice	nse	182 36	2	,917	76
Dept. making		Audit Com	nittee	JPURO (Jaly)	HASE AUTHOR	ZATION		TOTAL	28	,000	00
ontractual					yor/Clerk-Treasu	rer (		NYS Gover Tax Exempt Federal I.D.	nment Er	ntity:	



### Village of North Syracuse Regular Board Meeting Thursday, September 8<sup>th</sup>, 2022 6:28 PM

mtg., for the Fire Dept. Budget, but it is O.K. to pass that on to the towns. Discussion went back and forth regarding the Silverado which is not included in the Budget, the undetermined proceeds they would receive from the following items sent to county auction, Engine 4, the 2003, the 2005 and the surplusing District Chief Daugard's car in April as well as other items they are surplusing being augmented with what is surplussed toward the cost of the Silverado. Village Clerk-Treasurer Kufel stated the Silverado will cost us like \$70,000, not being shared with the towns'; the Village bought it and whatever we get in for surplus, she does not know, will offset the cost. Fire Chief Brennan shared they decreased the overall operating budget of the Fire Dept., because they had some substantial increases like LOSAP was an add'l \$37,000, and we have the new bond payment coming in for the new vehicle. He explained so our overall operating budget had to go down, we had to make cuts within it to make everything come into compliance with the Towns of Clay and Cicero, that have asked us to stay within the 2% cap. He stated so that is really where we are with this, so if the Board is O.K. with this, because he has a mtg. and it is due on the 15th; next wk. He continued he wanted to make sure that we are all good with that and thanked Village Clerk-Treasurer Kufel that they appreciated the help with this, it is always a challenging time, but he will share with the Board members the new numbers that we came up with today, as far as how we kind of shifted a couple of things around.

#### **RESOLUTION # 215-22**

# DISCUSS/REVIEW THE APPROVAL OF LOCAL LAW #4-ADDING CHAPTER 199-SMOKING AND VAPING

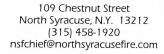
Trustee Wilmer made a motion of approval of Local Law #4 for the purpose of discussion. The motion was seconded by Dep. Mayor Gustafson. Much Discussion went back and forth regarding: Difference of opinion, how restrictive, designated areas. This was tabled while a new draft was prepared. Suggested looking at in a month. The motion was approved: St. Germain, Strong, Wilmer, and Gustafson, all voting in favor of same.

## RESOLUTION #216-22 DISCUSS/REVIEW THE APPROVAL OF LOCAL LAW #5-MODIFYINGSECTIONS RE: PENALTIES/OFFENSES

Trustee Wilmer made a motion to approve Local Law #5, Modifying sections: 87-6, 128-3, 128-8, 128-15, 178-4, 202-16, 227-5 regarding Penalties/Offenses. The motion was seconded by Trustee Strong. Much discussion went back and forth regarding: Whether the violations being sent stated the penalties. They do not, the modifications in the sections give the prosecutor more weight for prosecution and the judge the ability to say, it could be up to \$250/day. Codes Enf. Officer Johnstone explained we only did \$250/wk., so from 1<sup>st</sup> violation to appearance in court could be a month, so there are 4 wks., there is \$2,000 a judge could impose. Examples were given of property owners who do not live in this country,

Village of North Syracuse 11261 Board Meeting Minutes 09/08/22

		:





### North Syracuse Volunteer Fire Department

Position Title: Business Administrator

Location: 109 Chestnut Street, North Syracuse, NY 13212

**Duration: Part Time** 

Salary Range: \$30.00 - \$35.00 per hour depending on qualifications.

### **Position Summary:**

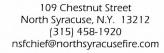
Responsible for assisting the North Syracuse Fire Department in administering the business functions of the department. Work is performed under the direct supervision of the Chief of Fire. Duties may include but are not limited to:

- Perform, Support and assist approved assignments submitted from the Chief of Fire
- Serve as liaison, in addition to the Chief of Fire, between the Village of North Syracuse and the Fire Department
- Assist in scheduling public education and recruiting initiatives
- Assists with creation of procedures for the Fire Department
- Assist with creation of Fire Department annual budget, including preparing budget estimates
- Provides direction for the administration of, and the expenditures of, all fire department related expenses
- Attends meetings relating to the Town of Cicero, Town of Clay and the Village of North Syracuse as required by Chief of Fire
- Perform a variety of administrative duties for the recruitment and hiring of personnel
- Any other duties assigned by the Chief of Fire
- Provides a weekly report to the Chief of Fire on any tasks performed on behalf of the fire department from the previous week.
- Schedule caretakers and admin staff

### **Skills & Abilities:**

- Thorough knowledge of the Incident Command System (ICS) and the National Incident Management System (NIMS)
- Thorough knowledge of firefighting and emergency medical principles, practices and equipment
- Thorough knowledge of the rules and regulations of the North Syracuse Fire Department
- Thorough knowledge of the principles and practice of supervision
- Thorough knowledge of the management practices and negotiating skills
- Thorough knowledge of training practices and techniques
- Thorough knowledge of Microsoft office, word, power point, Excel, etc...

	·	





### North Syracuse Volunteer Fire Department

### **Skills & Abilities (continued):**

- Thorough knowledge of the principles of fire administration, budgeting
- Ability to work directly and effectively with the public and government officials.
- Ability to prepare technical and administrative reports
- Ability to communicate effectively, both verbally and in writing

### Minimum Qualifications:

Fifteen (15) years of fire service experience, or its part time equivalent in either a combination fire department (paid/volunteer), a paid fire department, or a volunteer fire department. This time requirement must have included: three (3) years of management level experience as the Fire Chief, Deputy Chief or Assistant Chief, three (3) years of supervisory experience as a fire Captain, and three (3) years of line supervisory experience as a fire Lieutenant.

#### Work schedule:

Candidate must be able to support flexible daytime hours including but not limited to (0800-1700) and evenings (1700-2200) to accommodate accessibility to all members of the work force. A minimum schedule of 19 hours weekly with a maximum of 38 hours a pay period.

### Diane Ilacqua

From:

Jeff Tripp

Sent:

Friday, June 2, 2023 5:40 PM

To:

Jeff Raub; Dianne Kufel; Dianne Kufel; Diane Ilacqua

Cc:

Chance Fieldson; Mary Renna; Chris Strong

Subject:

Swearing in of New Officer

Hi Diane,

I did the best I could to get everyone here Thursday afternoon, June 8<sup>th</sup>, as you requested. At the present time, Shawn Darrow, Chad Thompson, Austin Baker and Maddison Appel will be here Thursday, June 8<sup>th</sup> at 1400 hours to be sworn in as police officers with our agency.

They will be graduating from Phase 1 of the Academy on June 9th and will start Phase 2 on June 12th.

Mason Meyers is scheduled to be here on June 12<sup>th</sup> at 1100 hours to be sworn in.

If you and anyone has any questions or concerns, please let me know.

Jeff



Jeffrey D. Tripp Sergeant

North Syracuse Police Department 600 South Bay Road N. Syracuse, NY 13212

315-458-5670- work 315-458-5601- fax 315-418-7938- cell www.northsyracusepoliceny.com

### jtripp@northsyracuseny.org



Village of North Syracuse Police

https://www.facebook.com/northsyracuseny



### Village of North Syracuse Regular Board Meeting Thursday, May 11<sup>th</sup>, 2023 6:30 PM

Trustee Wilmer. Discussion took place back and forth re: Salary, level of his training, and how much longer to complete. Start date will be based on successful completion of the background, and investigations. Dep. Mayor Gustafson thanked Trustee Strong for the email that he sent, it was very informative about Chad and the other possible employees. Trustee Strong stated good work by the entire committee. The motion was approved: Strong, Wilmer, and Gustafson, all voting in favor of the same.

#### **RESOLUTION # 122-23**

# DISCUSS/REVIEW/APPROVE THREE POTENTIAL PART-TIME POLICE OFFICERS

Dep. Mayor Gustafson made a motion to Approve Officer Myers, Officer Baker, Officer Bell for Part-time Officers start date will be based on successful completion of the background and investigations with entry level for pay starting at \$20/hr. The motion was seconded by Trustee Strong. The motion was approved: Strong, Wilmer, and Gustafson, all voting in favor of the same.

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

**Doug Hummel of 128 Herbert St.** stated storage sheds standard size 10' x 10', wanted to know if code could include the 100 sq. ft without a permit req'd. Codes Enf. Officer Fry stated she will have to look at how it is worded, and discuss that with our Atty. She continued then she would be more than happy to respond to Mr. Hummel in writing.

Pat Fergerson of 215 S. Main St. reminded Festival is coming, she has opportunities to participate, this evening and will continue to offer this opportunity. She continued she appreciated the people who have donated many dollars and many events; the Festival is progressing. She added she is sure that Parks Dir. Burkinshaw will have more words for you on the mtg. on Monday evening if anybody wants to join us.

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

ATTORNEY REPORT: (Robert Germain): No Report.

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

**DEPARTMENT HEAD REPORTS:** 

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

		·	
	·		



### Village of North Syracuse Regular Board Meeting Thursday, April 27<sup>th</sup>, 2023 4:29 PM

The Mayor stated the next item on the agenda is Pending: Discuss/Approve the Local Law #4: This is the Basketball Hoops/their positioning in the Right-of-Way: This was tabled at our last mtg., the Board wanted some more time to revisit this issue, and the laws contiguous towns have in place; he opened it up for dialogue. He continued he has not had a chance to study this at all. Trustee Strong stated he has not rec'd the proposed update, he knew we were supposed to get that, but Atty. Germain has been busy. He added he does not know that we should un table it when we have not rec'd an update on it. The Mayor added he does not think it is something with a high level of importance on it right now, so we will look at it when we have more information.

### **NEW BUSINESS:**

## ARBOR DAY PROCLAIMATION: OBSERVANCE: FRIDAY, 4/28/23 AT 4:00 PM- FORMER MAYORS HOTCHKISS AND ATKINSON

The Mayor stated Arbor Day Proclamation: Observance: Friday, April 28<sup>th</sup>, 2023 at 4:00 PM-Former Mayor's Jim Hotchkiss and Mark Atkinson: Now this will be a rededication for both of them, there trees died, so we are replanting a tree in recognition of them in the same place they were near the Vet's Memorial Park on Centerville Place. He continued we will present them with a proclamation, he could read it, but you all know what it says; it is all Whereas. He added for those of you that want to be there April 28<sup>th</sup>, which is Friday at 4:00 PM, out here, he will be reading the proclamation then. See Attached.

RESOLUTION # 105-23

DISCUSS/APPROVE THE PART-TIME APPOINTMENT OF SHAWN DARROW/
POLICE OFFICER-EFFECTIVE 5/01/23 PENDING HIS COMPLETE
BACKGROUND CHECK-STARTING AT \$23.15 HR.

Dep. Mayor Gustafson made a motion to Approve the Appointment of Shawn Darrow as Part-time Police Officer, effective 5/01/23 pending his complete background check, starting at \$23.15/hr. The motion was seconded by Trustee Wilmer. Trustee Strong stated he is fully supported, he interviewed extremely well; he is a great pick up for the Village. Discussion went back and forth regarding his pay being correct which is the bottom step, at entry level. The motion was approved: St. Germain, Strong, Wilmer, and Gustafson, all voting in favor of the same.

### **RESOLUTION # 106-23**

# DISCUSS/APPROVE THE FY 23/24 BUDGET FOR GENERAL FUND AND SEWER FUND

Trustee Wilmer made a motion to Approve Adopting the FY 23/24 Budget for General Fund and Sewer Fund. The motion was seconded by Dep. Mayor Gustafson. Discussion went back and forth re: Canteen getting more than \$6,000, majority in favor of leaving at \$6,000 this yr., with possible higher donation

### VILLAGE OF NORTH SYRACUSE – FUEL & WASH AGREEMENT

This is the record of an agreement made on July 10, 2023 between the North Syracuse Central School District (the "District"), with offices at 5355 West Taft Road, North Syracuse, Onondaga County, New York 13212, and the Village of North Syracuse, a Municipal Corporation of the State of New York, ("Village"), with offices at 600 South Bay Road, North Syracuse, Onondaga County, New York 13212.

### RECITALS

- A. The District owns a fuel and vehicle wash facility (the "Facility") located at the Support Complex, 5520 East Taft Road, North Syracuse, New York.
- B. The Village wishes to use the Facility to fuel certain of its vehicles and is willing to pay the District in an amount to cover all of the District's resulting expenses.
- C. The Village wishes to use the Facility as a place to wash certain of its vehicles and is willing to pay, or provide services to, the District in an amount to cover all of the District's resulting expenses.

NOW THEREFORE, the District and the Village agree as follows:

### 1. Facility Use:

- a. The Village may use the Facility to fuel vehicles, with all of the work involved in the fueling to be performed by Village employees and/or volunteers. The Village shall pay the District the actual price per gallon of fuel paid by the District to the Supplier. The cost will be billed by the District monthly and paid within thirty (30) days of receipt of bill.
- b. The Village may use the bus wash at the Facility to wash the following vehicles: Police Vehicles, Village Cars, Public Work Vehicles, Fire Trucks, Fire Department Chief Cars, and Fire Department Squad Car. In lieu of charging the Village fees, the Village DPW sweeps Main Street Early Education Program complex as well as the bus garage. When requested by the District's Facility Manager, the Village DPW also cleans soot tray at the vehicle wash facility. The District facility will manage all wastes removed. Notwithstanding the preceding sentence, in consideration of the Village Fire Department providing fire inspections of all District facilities within the North Syracuse Fire Department protection district as required by law at no charge to the District, no fee will be charged for washing the Fire Trucks, Fire Department Chief Cars, and the Fire Department Squad Car. All the work involved in washing the vehicles pursuant to this paragraph will be the responsibility of Village employees.

- 2. <u>Facility Modification</u> No changes or modifications may be made to the Facility or DOT Facility.
- 3. <u>Scheduling</u> The scheduling of Village and District use of the respective facilities will be mutually agreed upon between the District and the Village, in order to define times for such use that does not hinder either party in its use of the facilities.

### 4. Liability for Damages:

- a. The Village shall fully compensate the District for any expense resulting from damage caused to the Facility by the Village other than normal maintenance, including but not limited to repair, replacement, or loss of use of the Facility. Compensation shall be paid within thirty (30) days after the end of any month in which the District incurs expense resulting from danger to the Facility.
- b. The District shall fully compensate the Village for any expense resulting from damage caused to the DOT Facility by the District other than normal maintenance, including but not limited to repair, replacement, or loss of use of the DOT Facility. Compensation shall be paid within thirty (30) days after the end of any month in which the Village incurs expense resulting from damage to the DOT Facility.

### 5. Indemnification:

- a. The Village shall defend, hold harmless, and indemnify the District and its Board members, officers, employees, and agents against any legal liability, loss, cost, expense or legal liability including reasonable attorney fees and disbursements in respect to bodily injury, death and property damage, arising from negligence or improper use of the Facility by the Village.
- b. The District shall defend, hold harmless, and indemnify the Village and its trustees, officers, employees, and agents against any legal liability, loss, cost, expense or legal liability including reasonable attorneys' fees and disbursements in respect to bodily injury, death and property damage, arising from negligence or improper use of the DOT Facility by the District.
- 6. <u>Compliance with New York Laws</u> The parties shall comply with all applicable provisions of the New York Workers' Compensation Law, environmental rules, regulatory disbursements and other applicable laws in respect to their employees and volunteers engaged in performance of this agreement.
- 7. <u>Assignment Prohibited</u> This agreement or any right, title or interest therein may not be assigned by either party without previous consent in writing of the other party.

- 8. <u>Term</u> This agreement shall be in effect as of the date it is approved by both parties, and it shall stay in force until July 31, 2024 unless terminated earlier by thirty (30) days written notice from either party to the other.
- 9. <u>Additional Compensation</u> In addition to the payments required by Paragraph 1(a) above the Village agrees to perform the following services for the District at no charge.
  - a. Include the mowing of the District's land adjacent to the Main Street entrance to Lonergan Park in its grass-mowing program.
  - b. Sweep the paved areas of the Main Street School twice each year.
  - c. Waive the extra-territorial payments for sewer service at the District's Transportation Complex.
  - d. Remove and dispose in accordance with all environmental rules as needed, all materials located in the waste pits of the District Bus Wash.
- 10. The relationship of the parties is that of independent contractors and neither party shall have, nor hold itself out as having authority to represent or bind the other party.
- 11. <u>Entire Agreement</u> This agreement contains the entire agreement between the parties and supersedes any prior agreements between the parties, whether oral or written, with respect to its subject matter. It may not be changed, altered or modified except in writing signed by both parties.

The agreement is established by the signatures of the parties below:

THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT	VILLAGE OF NORTH SYRACUSE
By:	By:
Date:	Date:

### VILLAGE OF NORTH SYRACUSE – LONERGAN PARK AGREEMENT

This is the record of an agreement made on July 10, 2023 between the North Syracuse Central School District, a political subdivision of the State of New York, with offices at 5355 West Taft Road, North Syracuse, New York 13212 (the "District"); and the Village of North Syracuse, a municipal corporation of the State of New York, with offices at 600 South Bay Road, North Syracuse, New York 13212 (the "Village").

#### RECITALS

- A. The District owns a driveway running between South Main Street and the campus of North Syracuse Junior High School and the District's Administrative Offices (the "Driveway"). The District also owns a grass-covered median strip which separates the Driveway from Burnell Parkway (the "Strip").
- B. Burnell Parkway is a roadway owned by the Village, which runs from South Main Street to the entrance and parking lot of Lonergan Park (the "Park").
- C. The Village needs additional parking to serve the Park. The Village received authorization from the District to pave a portion of the Strip in order to create additional parking spaces and to provide a turnaround between Burnell Parkway and the Driveway. Under the Village's plan, Burnell Parkway became a one-way entrance to the Park and to the District's campus, and the Driveway became a one-way egress from the District's campus and the Park to South Main Street.
- D. The District is willing to grant the Village a license to use the Driveway and the Strip for the purposes set forth in the preceding paragraphs, in exchange for a license fee and the covenants of the Village set forth in this Agreement.

NOW, THEREFORE, the District and the Village agree as follows:

- 1. <u>License</u> The District granted the Village a license to pave and to use the Driveway and the Strip for parking and egress serving the Park and for no other purpose.
  - a) Maintenance The Village shall be responsible for maintenance and all other expenses associated with the turnaround or the parking areas on the Driveway and the Strip. The Village shall fully compensate the District for any expense resulting from damage caused by this use to the Driveway or the Strip or any other portion of District property adjacent thereto, including but not limited to repair or replacement or loss of use of the Driveway or the Strip. Compensation for loss of use shall be paid within thirty (30) days after the end of any month in which the District incurs any such expense. The Village shall be fully responsible for all mowing, tree trimming, maintenance, and any necessary landscaping of the Strip.

- b) The Village shall be responsible for sweeping, snow removal and maintenance of the turnaround and parking areas within the Driveway and the Strip.
- c) In the event the Driveway or the Strip are deemed not suitable for the Village's purposes as set forth above, the Village may make any repairs or modifications necessary to render the area suitable, however, such repairs or modifications shall be made only with the District's written consent.
- d) No physical structures may be erected, modified or replaced without the written consent of the District.
- 2. <u>Paving</u> The Village is responsible for all permits and governmental approvals needed for the paving of the Driveway or the Strip.
  - a) The Village is fully responsible for all costs associated with the paving.
  - b) The Village must pay for any surveys, maps, drawings or other specifications, if needed.
- 3. <u>Term</u> This agreement shall be in effect as of the date it is approved by both parties, and it shall stay in force until July 31, 2024, unless terminated earlier by thirty days written notice from either party to the other.
- 4. <u>License Fee</u> The Village shall pay to the District a license fee of \$1.00 per one-year term of the license, said sum to be paid at the commencement of each one-year term. This license fee shall not create a landlord and tenant relationship between the District and the Village.
- 5. <u>Right of Entry</u> The District shall have a general right of entry and the right to inspect the Driveway and the Strip at any time.

### 6. Indemnification

- a. The Village shall defend, hold harmless, and indemnify the District and its Board members, officers, employees, and agents against any legal liability, loss, cost, expense or legal liability including reasonable attorney fees and disbursements in respect to bodily injury, death and property damage, arising from negligence or improper use of the property by the Village.
- b. The District shall defend, hold harmless, and indemnify the Village and its trustees, officers, employees, and agents against any legal liability, loss, cost, expense or legal liability including reasonable attorneys' fees and disbursements in respect to bodily injury, death and property damage, arising from negligence or improper use of the property by the District.
- 7. <u>Compliance with Laws</u> The Village shall comply with all applicable laws, rules and regulations associated with the implementation of its plan, the use of the Driveway and the Strip, and the performance of this Agreement.
- 8. <u>Environmental Covenants</u> The Village warrants and represents to the District that it will not use, generate, store, or dispose of any toxic or hazardous wastes or substances on the Driveway or the Strip. The Village shall defend, hold harmless, and indemnify the District from and against any liability, loss, cost or expense, including, without limitation, remediation, clean-up, engineering and attorney's fees and disbursements that the District

may incur by reason of any breach of the above representation by reason of any investigation or claim of any governmental agency in connection therewith.

- 9. <u>Insurance</u> The Village shall carry a standard New York public liability insurance policy for not less than \$1,000,000 naming the District as an additional insured, and will provide proof of such insurance to the District upon demand.
- 10. No real estate conveyance Neither this license agreement nor any memorandum of agreement shall be recorded in the Onondaga County Clerk's Office. The Village shall obtain no real property interest, possessory interest, or other interest in the Driveway or the Strip owned by the District, other than the licensed use set forth in this Agreement.
- 11. Option to Purchase Before accepting any offer to purchase the Driveway or the Strip (the "Premises"), the District shall deliver written notice to the Village of the terms and conditions of such offer and the Village shall have an option to purchase the Premises on the same terms as the offer. To exercise the option, the Village shall deliver a writing to the District within thirty (30) days after receipt of the District's notice. If not exercised by the Village within the thirty (30) day period, the option shall expire, and the District may accept the offer and sell the Premises. The option shall inure to the benefit of the Village, its successors and assigns, only.
- 12. <u>Sale of Premises</u> If the Premises are sold by the District during the terms of this Agreement or any renewals thereof and after compliance with the terms of paragraph 12 above, then this Agreement shall terminate. Upon the termination of this Agreement, any improvements made by the Village to the Premises shall become the property of the District, and the Village shall not be entitled to reimbursement for the same.
- 13. <u>Assignment Prohibited</u> This Agreement and any right, title or interest therein may not be assigned by the Village without the prior written consent of the District.
- 14. <u>No Oral Modification</u> This Agreement may not be modified except by a writing executed by both parties.
- 15. <u>Merger Clause</u> This Agreement constitutes the sole and entire agreement between the parties and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon either party.

This Agreement is established by the signatures of the parties below:

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT	VILLAGE OF NORTH SYRACUSE			
By:	By:			
Daniel Bowles Superintendent of Schools				
Date:	Date:			

a.				A STATE OF THE STA
				**************************************

## June 8, 2023 Board Meeting Agenda Items - DPW

### **Items for Auction:**

1997 International Dump Truck (1HTGLAET4VH441222)

2001 4700 International Bucket Truck

Lincoln Mi9 Welder 225 (Welder)

Old Style Light Pole Fixtures

2009 Kaufman Trailer (5VGFB20279LOO1967)

2009 Ferris 72 Zero Town Mower (Motor replaced Trux Outfitter 3 years ago?)

Hiring Part Time – Summer help – Andrew Thomas - \$15.00/hr

**Roads to Pave** – Getting Quotes for Reed St., Woods Rd., Pleasant Ave., Herbert St.

**Purchase of Bucket Truck with CHIPS Money** – New Bucket Truck for \$166,309.00-CHIPS to reimburse \$165,000.00.

#### **Parks Assistant**

From:

Anthony Burkinshaw

Sent:

Friday, June 2, 2023 11:53 AM

To:

Gary Butterfield; Fred Wilmer; Chris Strong; LouAnn StGermain; Dep. Mayor Gustafson

Cc:

Dianne Kufel; Diane Ilacqua; Parks Assistant

Subject:

Agenda 6/8/23

### Agenda Item:

• Parks Dept. to hire Duane Dolbear for Full Time Parks Labor at Laborer 2 position \$19.50 immediately after the Transfer of Chad Thompson.

### Experience in the last month:

П	Duane's ex	kperience ar	nd knowle	dge in i	olumbing	and $\epsilon$	electric o	villaur	him for	r Laborer	2
	Dudile 3 C	Aperieriee ai	IG KITO WIC	ape III	JIGITISHIS	und c		quality	111111110	Luborci	_

- ☐ Duane also has and uses his own tools for work
- ☐ Duane is also the seasonal care taker at Camp Talooli in Pennellville

### Park Labor Job Description:

The work involves responsibility for performing a wide variety of unskilled and semi-skilled manual tasks at a Parks and Recreation Department. The work involves light to heavy physical effort and is often performed under adverse weather conditions. This class is distinguished from that of Laborer I and II in that the depth and breadth of duties performed is much broader in scope and may include semi-skilled tasks in a number of trades areas, motor vehicle operations, tree removal, grounds keeping, building maintenance and custodial duties. In addition, the Park Laborer may act as a caretaker for a park facility and provide security for the property as well as assisting patrons of the facility by providing information, supplies and aid.

Supervision is received from a Park Labor Crew Leader, Park Director or similar type class of supervisor. The employee usually works as a member of a crew and work assignments are reviewed while in progress and at their completion by the crew leader. Supervision is not normally exercised by an employee in this class. Does related work as required.

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



the safety violation or if he/she considers the situation not a safety violation, he/she must report it to the Highway Superintendent immediately to make him/her aware of the situation. Should the condition not be resolved after review by the Department of Public Works Highway Superintendent, the employee shall have the right to refuse the work assignment if he/she feels that it creates an imminent danger for serious injury or death. If CSEA or the employee feels it is a safety violation, they may file a formal complaint with the Public Employee Safety and Health Division (PESH) of the New York State Department of Labor.

Employees may change into and wear shorts during the summer months if wearing shorts does not pose a threat to the employee's health and safety given the nature of duties the employee is required to perform.

All plowing conducted in a vehicle of 18,000 pounds or more, shall be conducted by two employees, such that one employee drives the vehicle and one employee operates the wing.

### ARTICLE 10 CONTRACTING OUT

There shall be no loss of present employment by permanent employees in the bargaining unit as a result of the Village's exercise of its right to contract out for goods and services.

## ARTICLE 11 PROMOTIONS AND APPOINTMENTS

The Village Board of Trustees shall make all permanent appointments, promotions by seniority within the bargaining unit, provided the employee meets the minimum qualifications as stated in the Civil Service job description, and in accordance with the Civil Service Law of the State of New York and the Onondaga County Civil Service rules and regulations when applicable.

### ARTICLE 12 SALARIES AND COMPENSATION

### A. Salary

Salaries paid to each full-time permanent employee shall be based on the following:

### NEW HIRING RATES FOR THE FOLLOWING JOB TITLES:

\$16.50 / hour
\$16.50 / hour
\$16.50 /hour
\$19.50 / hour
\$22.50 / hour
\$26.50 /hour
\$22.50 /hour

Suchet Truck

#### INTERNATIONAL®

May 09, 2023

Prepared For:

Village of North Syracus Ed Ware 600 South Bay Road N.syracuse, NY 13212-(315)458 - 0900Reference ID: N/A

Presented By: ALLEGIANCE TRUCKS ROBERT CARSON 105 7TH NORTH ST. LIVERPOOL NY 130886718 315-475-8471

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

> **Model Profile** 2023 CV515 SFA (CV515)

**AXLE CONFIG:** 

APPLICATION:

MISSION:

4X4

**Bucket Lift** 

Requested GVWR: 19500. Calc. GVWR: 19500. Calc. GCWR: 37000

Calc. Start / Grade Ability: 42.62% / 2.84% @ 55 MPH

Calc. Geared Speed: 103.2 MPH

**DIMENSION:** 

ENGINE, DIESEL:

Wheelbase: 141.00, CA: 59.80, Axle to Frame: 63.00

{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM

Governed Speed, 350 Peak HP (Max)

TRANSMISSION, AUTOMATIC: {Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max,

On/Off Highway

AXLE, FRONT DRIVING:

AXLE, REAR, SINGLE:

CAB:

TIRE, FRONT: TIRE. REAR:

SUSPENSION, REAR, SINGLE:

PAINT:

{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30

Conventional, Day Cab

(2) 225/70R19.5 Load Range H HSR+ (CONTINENTAL), 645 rev/mile, 87 MPH, All-Position

(4) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive

15,500-lb Capacity, Vari-Rate Springs

Cab schematic 100CX

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Usage - 40-50 hours/month
used for: Trimming branches
glags
street glowers

plags mæintain lights pærks X-mas decor

2

Proposal: 23237-01

·		

### **Transportation Equipment Life**

Please note that this list is provided for information purposes, with the understanding that only equipment items having an expected 10 year minimum service life will be considered for reimbursement from the CHIPS Program and/or other authorized appropriations.

All Attachments must be purchased at the same time as their associated equipment to be eligible for reimbursement from CHIPS and/or other authorized appropriations. Attachments which are purchased at a different time from the actual equipment are not eligible for reimbursement from CHIPS and/or other authorized appropriations.

# Optimal Usable Life Replacement

in yrs	Value	Description
20	\$48,000	ROLLER 2 AXLE TAN
10	\$56,000	POST DRIVER TRK MTD
10	\$57,100	EDUCTOR CATCH VAC
15	\$65,000	MAINTAINER
20	\$69,000	TRACTOR CRAWLER SMALL
15	\$73,000	BT MAIN/GRIND/WDNR/LEEBOY
15	\$78,000	ATTACH HAMMER IMPACTOR
18	\$85,000	LOADER SHOVEL CRAWLER 2CY

### Equipment for assorted work activities (> \$100,000 per unit)

-			
	20	\$102,000	TRACTOR CRAWLER MEDIUM
	15	\$105,000	* PLOW ROT TRK 10 TON MIN
	15	\$108,500	LOADER WINDROW
	10	\$112,000	DRILL ROT TRK LIGHT DUTY
	20	\$120,000	* WIDENER
	20	\$141,000	TRACTOR CRAWLER LARGE
	15	\$160,000	CRANE CRAWLER
	15	\$165,000	AERIAL TRK-BUCKET OR AUGER
	15	\$165,000	EXCAVATOR
	19	\$170,000	PLOW ROT TRUCK 20 TON MIN
	13	\$180,000	CRANE TRUCK
	15	\$196,000	* PAVER
	15	\$204,000	STRIP MACH
	15	\$450,000	UNDERBRIDGE INSP UNIT

Please refer to NYSDOT's Equipment Rental Rates for the hourly rates to be used for: (1) any rental of equipment used for specific CHIPS and/or other authorized appropriation eligible projects; and (2) for municipally-owned vehicles and equipment that are used on specific CHIPS and/or other authorized appropriation eligible projects.

(\* = also noted in a section above)

For further information, please contact your Regional CHIPS Representative.